MAYOR
George B McGill

ACTING CITY ADMINISTRATOR
Jeff Dingman

CITY CLERK
Sherri Gard

BOARD OF DIRECTORS
Ward 1 - Jarred Rego
Ward 2 - Andre' Good
Ward 3 - Lee Kemp
Ward 4 - George Catsavis
At-Large Position 5 - Christina Catsavis
At-Large Position 6 - Kevin Settle
At-Large Position 7 - Neal Martin

AGENDA

Fort Smith Board of Directors
REGULAR MEETING
October 14, 2025 ~ 6:00 p.m.
Blue Lion
101 North 2nd Street
Fort Smith, Arkansas

THIS MEETING IS BEING TELECAST LIVE ON THE CITY OF FORT SMITH GOVERNMENT ACCESS CHANNEL (COX CHANNEL 214) AND ONLINE AT THE FOLLOWING LINK:
https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING

APPROVE MINUTES OF THE SEPTEMBER16, 2025 REGULAR MEETING AND SEPTEMBER 23, 2025 SPECIAL MEETING

ITEMS OF BUSINESS

1. Presentation of 2026 Proposed Operating Budget *(Finance)*

2. Items regarding annexation in the area of Highway 271 and Texas Road:

   A. Ordinance annexing certain lands that are surrounded by the incorporated limits of the City of Fort Smith and the Arkansas-Oklahoma boundary line and for other purposes *(Highway 271/Texas Road) (Planning & Zoning)*

B. Ordinance amending the Master Land Use Plan map, rezoning identified property and amending the zoning map *(Master Land Use Plan: Unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential / Rezoning: Not Zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ-O-1)) to Open-1 (O-1) by classification at Parcel 60001-0000-05615-00; 8022 Highway 271 South, Parcel 60001-0000-05613-02; Parcel 60001-0000-05613-01; 8106 Highway 271 South, Parcel 60001-0000-05610-00; 8201 Texas Road, Parcel 60001-0000-05602-01; Parcel 60001-0000-05613-00; 1002 Mesa Drive, Parcel 60001-0000-05609-00; 910 Mesa Drive, Parcel 60001-0000-05607-00; 900 Mesa Drive, Parcel 60001-0000-05608-00; and, 8220 Highway 271 South, Parcel 60515-0003-00000-00 (western portion)) (Planning & Zoning)*

C. Ordinance amending the Master Land Use Plan map, rezoning identified property and amending the zoning map *(Master Land Use Plan: Unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial / Rezoning: Not Zoned (formerly Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1 SPL)) to Industrial Light Special (I-1-SPL) at 8103 Texas Road, Parcel 60001-0000-05603-00; 8116 Highway 271 South, Parcel 60001-0000-05604-01; 8111 Highway 271 South, Parcel 60001-0000-05611-00; and, 8112 Highway 271 South, Parcel 60001-0000-05604-00) (Planning & Zoning)*

D. Ordinance amending the Master Land Use Plan map, rezoning identified property and amending the zoning map *(Master Land Use Plan: Unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial / Rezoning: Not Zoned (formerly Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SPL)) to Industrial Light Special (I-1-SPL) at 8210 Highway 271 South, Parcel 60515-0002-00000-00; 8210 Highway 271 South, Parcel 60515-0001-00000-00; and 8114 Highway 271 South, Parcel 60001-0000-05612-00; and, 8220 Highway 271 South, Parcel 60515-0003-00000-00) (Planning & Zoning)*

E. Ordinance amending the Master Land Use Plan map, rezoning identified property and amending the zoning map *(Master Land Use Plan: Unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial / Rezoning: Not Zoned (formerly Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Industrial Light (I-1) and Open-1 (O-1) by classification at 8104 Highway 271 South, Parcel 60001-0000-05597-00; and, Parcel 60001-0000-05596-00) (Planning & Zoning)*

F. Ordinance amending the Master Land Use Plan map, rezoning identified property and amending the zoning map (Master Land Use Plan: Unclassified *(formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential / Rezoning: Not Zoned (formerly Extraterritorial Jurisdiction Industrial Moderate Special (ETJ I-2 SPL) and Extraterritorial Jurisdiction Open-1) to Industrial Light Special (I-1-SPL) and Open-1 (O-1) by classification at 8121 Texas Road, Parcel 60001-0000-05601-00) (Planning & Zoning)*

3. Ordinance amending the Master Land Use Plan map, rezoning identified property and amending the zoning map *(Master Land Use Plan: General Commercial to Office, Research, and Light Industrial / Rezoning: Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive) (Planning & Zoning)*

4. Ordinance rezoning identified property and amending the zoning map *(Commercial Moderate Special (C-3 SPL) to a Planned Zoning District (PZD) at 6210, 6220, 6212, 6230, and 6234 Massard Road) (Planning & Zoning)*

5. Ordinance amending the Master Land Use Plan map, rezoning identified property and amending the zoning map *(Master Land Use Plan: General Commercial to Office, Research, and Light Industrial / Rezoning: Commercial Heavy (C-5) to Industrial Light (I-1) at 6000, 6100, and 6120 Prairie Drive) (Planning & Zoning)*

6. Resolution approving and authorizing the Mayor to execute a loaned personnel agreement with Burns and McDonnell Engineering, Inc. for staff augmentation services for the Engineering Department *~ Tabled at the September 16, 2025 regular meeting pending study session review; Kemp/Martin placed on agenda at the September 23, 2025 study session ~ (Not to exceed $155,121.80 / Budgeted / Engineering - Budgeted Personnel Funds) (City Administrator)*

7. Millage Ordinances:

   A. Ordinance fixing the rate of and levying five (5.0) mills upon all taxable real and personal property in the city of Fort Smith, Arkansas for the year 2025 for general purposes *(City Clerk)*

   B. Ordinance to levy one (1) mill tax upon each dollar of assessed value of taxable real and personal property to be used for maintenance of a public-city library pursuant to the provisions of Amendment No. 30 of the Constitution of the State of Arkansas of 1874 adopted November 5, 1940, and for other related purposes *(City Clerk)*

   C. Ordinance to levy one (1) mill tax upon each dollar of assessed value of taxable real and personal property for Police Retirement and Pension Fund, pursuant to the provisions of Amendment No. 31 of the Constitution of the State of Arkansas of 1874 adopted November 5, 1940, and for other related purposes *(City Clerk)*

   D. Ordinance to levy one (1) mill tax upon each dollar of assessed value of taxable real and personal property for Fire Retirement and Pension Fund, pursuant to the provisions of Amendment No. 31 of the Constitution of the State of Arkansas of 1874 adopted November 5, 1940, and for other related purposes *(City Clerk)*

8. Ordinance declaring an exceptional situation; waiving the requirements of competitive bidding; declaring the project complete; and, authorizing final payment to Vortex Services, LLC for the Emergency Sanitary Sewer Rehabilitation, M006-0940-M006-0930, Project No. 25-07-C1 *($130,000.00 / Budgeted / Water Utilities – 5/8% Sales and Use Tax) (Water Utilities)* ♦ ●

9. Ordinance declaring an exceptional situation; waiving the requirements of competitive bidding; declaring the project complete; and, authorizing final payment to Krapff-Reynolds Construction Company for the Emergency Sanitary Sewer Replacement M006-09400-M006-0930, Project No. 25-07-C2 *($304,762.00 / Budgeted / Water Utilities – 5/8% Sales and Use Tax) (Water Utilities)* ♦ ●

10. Resolution authorizing Change Order No. 2 for a time extension for the 2023 Street Overlays/Reconstruction, Phase D, Project No. 23-03-D *(additional 49 days) (Engineering)* ♦ ●

11. Resolution accepting completion of and authorizing final payment for the 2023 Street Overlays/Reconstruction, Phase D, Project No. 23-03-D *($326,520.45 / Budgeted / Engineering – Sales Tax Program) (Engineering)* ♦ ●

12. Resolution accepting completion of and authorizing final payment for the 2023 Street Overlays/Reconstruction, Phase A, Project No. 23-03-A *($480,443.05 / Budgeted / Engineering – Sales Tax Program) (Engineering)* ♦ ●

13. Consent Agenda

    A. Resolution authorizing the listing of real properties for sale and approving listing agreements *(City Administrator)*

    B. Resolution authorizing the City Administrator to submit an application to the Arkansas Division of Emergency Management for the FY2026 Arkansas Hazard Mitigation Grant Program – ACME Brick Stormwater Mitigation Project *(City Administrator)*

    C. Resolution authorizing the City Administrator to submit an application to the Arkansas Division of Emergency Management for the FY2026 Arkansas Hazard Mitigation Grant Program – Riverbank Stabilization Project *(City Administrator)*

    D. Resolution authorizing the City Administrator to submit an application to the Arkansas Division of Emergency Management for the FY2026 Arkansas Hazard Mitigation Grant Program – Mill Creek Bank Stabilization Project *(City Administrator)*

    E. Resolution authorizing the City Administrator to accept a grant award through the Assistance to Firefighters Grants Program with the Federal Emergency Management Agency *(Fire)*

    F. Resolution accepting the project as complete and authorizing final payment to Entegrity Energy Partners, LLC for the LED Sports Lighting Retrofit at Kelley Ballfields *($345,050.00 / Budgeted / Parks and Recreation – 1/8% Sales and Use Tax) (Citizen Services)* ♦

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

ADJOURN

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Andrew Richards, Chief Finance Officer

DATE: October 9, 2025

SUBJECT: Presentation of the 2026 Proposed Operating Budget

SUMMARY

Printed copies of the 2026 Proposed Operating Budget will be distributed to the Board of Directors at the October 14, 2025, Regular Meeting. The budget hearing is scheduled to be held on November 14, 2025.

City of Fort Smith Planning & Zoning

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: October 14, 2025

SUBJECT: Proposed Annexation of Highway 271 and Texas Road

SUMMARY

As Fort Smith has grown and expanded its incorporated area several unincorporated enclaves remain. Historically, the City has annexed land at the request of property owners, not as a direct action of the City. As a result, some lands were not annexed, including some that are surrounded on all sides by the city limits. One of the enclaves is in the area of Highway 271 and Texas Road as shown on Exhibit A. This enclave is 45 acres and has 20 parcels: 9 residential and 11 non-residential. When a city's incorporated areas completely surround an unincorporated area Arkansas Code allows for that property to be annexed by city ordinance. The Arkansas legislature adopted Act 314 abolishing Extraterritorial Jurisdictions. In the absence of an ETJ, the city no longer exercises land use control over the enclaves.

On August 19, 2025, the Board held a public hearing for property owners within the enclave proposed for annexation. No property owner spoke during the public hearing. In compliance with State law, staff published the legal description of the area to be annexed as well as mailed certified letters to the owners of all 20 parcels within the enclave notifying them of the public hearing and their right to present their views on the proposed annexation.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately 15 property owners in total. In addition, staff met with several property owners individually to answer questions and explain the process. An attendance list and summary are included as Exhibit B. Additionally, in conjunction with the Planning Commission applications, staff hosted two neighborhood meetings for property owners within the enclave as well as property owners within 300 feet of the boundary of the enclave. An attendance list and summary are included as Exhibit C.

Below is a description of benefits and impacts to property owners regarding annexation:

BENEFITS OF ANNEXATION TO PROPERTY OWNERS

- Fort Smith Police Department and Fort Smith Fire Department will be the first responders.
- Access to all city services.
- Properties would be allowed to connect to the city sewer system if it is accessible to their property.

- Water rates would decrease to inside city limit rates.
- Insurance savings because of the ISO rating of the fire departments. Rye Hill / White Bluff Fire Department has an ISO rating of 4 while Fort Smith Fire Department has a rating of 1. Additionally, property owners would no longer be required to pay annual dues to Rye Hill/White Bluff, and Rye Hill/White Bluff service area would be reduced.
- Citizens of Fort Smith get a free library card. Otherwise, it is $35.00.
- Residential properties will utilize City of Fort Smith Solid Waste Services. This includes recycling, Dial-a-truck, access to free landfill days, city-wide cleanups, etc.
- Property owners can be assured that all existing and proposed development will be managed to the benefit of all property owners which also insures good planning for streets and utilities.
- All streets not already in the City's Street improvement program will be included in future street evaluations for the street CIP program. Improvement of and regular maintenance of ditches and storm drainage facilities.

IMPACTS OF ANNEXATION ON PROPERTY OWNERS:

- All real and personal property will be subject to an 8 mill increase in property taxes. The additional 8 mills are distributed as follows: Fire - 1 mill; Police - 1 mill; Library - 1 mill; and City General Government - 5 mills.
- Sales tax will increase to 9.5% to include the additional 2% levied by the city.
- All persons and properties will be subject to all codes and ordinances of the City of Fort Smith including animal ordinances as well as property maintenance codes.
- The discharge of firearms is not permitted.

As you have questions, please do not hesitate to ask.

ATTACHMENTS

1. 20251014_Annexation_Ordinance.pdf
2. Annexation_Backup Updated.pdf

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN LANDS THAT ARE SURROUNDED BY THE INCORPORATED LIMITS OF THE CITY OF FORT SMITH AND THE ARKANSAS-OKLAHOMA BOUNDARY LINE AND FOR OTHER PURPOSES

WHEREAS, Ark. Code Ann. § 14-40-501 *et seq.* provides that unincorporated islands of land that have been surrounded by the incorporated limits of a municipality may be annexed by that municipality, including situations in which the unincorporated area is surrounded on three sides by the municipal boundaries and the fourth side is a boundary line with another state;

WHEREAS, the City of Fort Smith desires to annex certain lands, more particularly described in Section 1 below (the "area to be annexed"), pursuant to the provisions of Ark. Code Ann. § 14-40-501 *et seq.*;

WHEREAS, all necessary urban services, such as fire and police protection are to be extended to the area to be annexed within a reasonable period of time;

WHEREAS, the area to be annexed complies with the standards for lands qualifying for annexation as set forth in Ark. Code Ann. § 14-40-302 and Ark. Code Ann. § 14-40-501;

WHEREAS, the Board of Directors finds that the area to be annexed is an unincorporated area surrounded by the incorporated limits of the City of Fort Smith and an unincorporated area surrounded on three sides by the incorporated limits of the City of Fort Smith and on the fourth side by the Arkansas-Oklahoma boundary line;

WHEREAS, the Board of Directors finds that the area to be annexed consists of lands that are needed for continuity or municipal services and are needed for proper municipal purposes, including but not limited to, extension of needed police and fire regulation;

WHEREAS, on July 27, 2025, a legal notice was published setting out the legal description of the proposed area to be annexed, and all property owners within the area to be annexed were notified by certified mail of their right to appear at the public hearing to present their views on the proposed annexation;

WHEREAS, a public hearing was held on August 19, 2025, regarding this proposed annexation.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

Section 1: That the following described unincorporated area identified as "TRACT A," which is surrounded on four (4) sides by the incorporated limits of the City of Fort Smith, and the following described unincorporated area identified as "TRACT B," which is surrounded on

three sides by the incorporated limits of the City of Fort Smith and on the fourth side by the Arkansas-Oklahoma boundary line, are hereby accepted as part of, and annexed to and made a part of the City of Fort Smith, Arkansas pursuant to Ark. Code Ann. § 14-40-501 *et seq.*:

TRACT "A"

Part of the South-Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 32West, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING at the Southeast corner of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4); THENCE Northerly, along the East line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4), to the Northeast corner of Southfield Heights, an addition to the city of Fort Smith, Sebastian County, Arkansas(Filed: November 5, 2004) and the POINT OF BEGINNING; THENCE leaving the East line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4) and along the Northerly and Easterly lines of said Southfield Heights, the following courses (bearing and distances), per the plat of said Southfield Heights: N86°35'14"W, 499.88 feet to a point; N86°35'14"W, 658.99 feet to a point; N03°10'43"E, 375.15 feet to the Northeast corner of Lot 20 of said Southfield Heights; THENCE leaving the Northerly and Easterly lines of said Southfield Heights, Easterly, along the Southerly line of the land described in Correction Warranty Deed recorded as Document # 7195565 in the Greenwood District, Sebastian County, Arkansas (being the same land as recorded in Beneficiary Deed of Bill Browder recorded as Document # 2017-10837 in the Greenwood District, Sebastian County, Arkansas), to the Southeast corner of said Correction Warranty Deed; THENCE Northerly, along the Easterly line of said Correction Warranty Deed, to the Northeast corner of said Correction Warranty Deed; THENCE Westerly, along the Northerly line of said Correction Warranty Deed, to the Westerly Right-of-Way line of Texas Road; THENCE leaving the Northerly line of said Correction Warranty Deed, Northeasterly, along the Westerly Right-of-Way line of said Texas Road, to the intersection with the North line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4); THENCE leaving the Westerly Right-of-Way line of said Texas Road, Easterly, along the North line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4), to the Northeast corner of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4); THENCE Southerly, along the East line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4), to the POINT OF BEGINNING, being as shown on attached Exhibit "A"

AND

TRACT "B"

All that part of the Fractional South-Half (S 1/2) of the North-Half (N 1/2) of Section 8, Township 7 North, Range 32 West, Sebastian County, Arkansas, lying West of the West Right-of-Way line of the Kansas City Southern Railroad, also being recorded as Warranty Deed, Document # 7007030 in the Greenwood District of Sebastian County, Arkansas; and all that adjoining part of East Right-of-Way line of said Railroad, being as shown on attached Exhibit "B"

The property described above and identified as Tract "A" and Tract "B" is more commonly known as:

Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank, and located on the east side of State Line Road and south of Standfield Avenue, 8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC, Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin, and located behind 8022 Highway 271 South 8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr., 8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter, and located on the west side of Highway 271 South just west of the Highway 271 South and Mesa Drive intersection. 1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson, 910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson, 900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett, 8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC, 8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC, 8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC, 8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC, 8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC, 8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC 8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC 8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC, 8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC, Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher, and located on the west side of Highway 271 South just south of 8104 Highway 271 South, 8220 South Highway 271, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC.

Section 2: All necessary urban services, such as police and fire protection, solid waste and disposal, and maintenance of public streets, shall be extended to the area described in Section 1 hereof within a reasonable time.

Section 3: The property described in Section 1 hereof shall be annexed to and made a part of Ward 3 of the City of Fort Smith.

Section 4: Within forty-five (45) days of the effective date of this ordinance the City Clerk shall provide written notice, along with complete documentation, of the annexation of the area described in Section 1 hereof to the Sebastian County Clerk.

PASSED AND APPROVED THIS _____ DAY OF OCTOBER, 2025.

ATTEST:

_____
City Clerk

APPROVED:

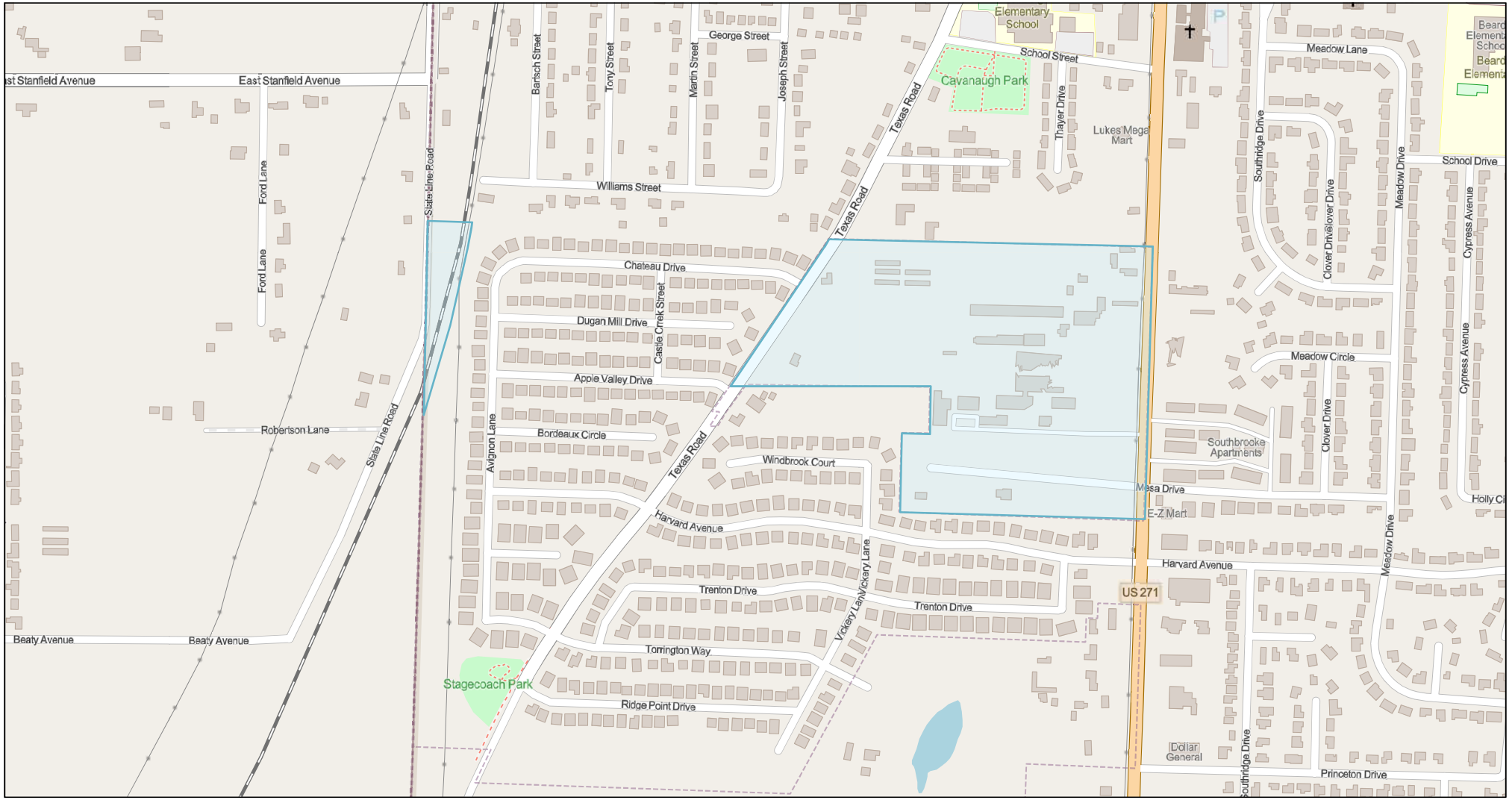
_____
Mayor

Approved as to form:



_____
Publish One Time

Exhibit A



8/22/2025, 1:46:28 PM

1:6,654

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Summary of Public Input Session on Proposed Highway 271 and Texas Road Annexation
June 23, 2025
Cavanaugh Elementary Tornado Shelter, 1025 School Street

City staff hosted an annexation public input meetings on June 23, 2025, at the storm shelter of Cavanaugh Elementary School, 1025 School Street. Property owners within the area proposed for annexation attended the meetings with questions regarding land use, building permits, sales tax, water and sewer availability, burning on private property, keeping of chickens, and emergency services. Planning Staff was present to answer questions and provide clarity.

City of Fort Smith
Planning & Zoning

SIGN IN SHEET

ANNEXATION - COMMUNITY MEETING

1. Print your name and address clearly.
2. Write in the Item # of Iterest as Defined by the Agenda

Date: 6-23-25

Hwy ???

479-651-6089 Bob Allen 1952@ yahoo.com

NAME	ADDRESS WITH ZIP CODE	ITEM#
Robert J Allen Sr.	8106 Hwy 271	
Bryan Burke	1052 Green 479-650-0225	
	Mackbyra@yahoo.com	
JUSTIN COPHER	← email the annexation zones &	
	justin@cuphers.com mlupa maps	
Colt Smith, Superior Rental Properties, LLC	csmith7655@att.net	
Brian & Tonyia Rank	7911 State Line Rd 72916 (479)420-9327	
	tonyiarank46@gmail.com 479-739-6989	

Attendance List for Neighborhood Meeting

List the names, addresses telephone numbers and email of all residents/property owners who attended the meeting.

Meeting Location Cavanaugh School Storm Shelter

Meeting Time & Date

Meeting Purpose Neighborhood Meeting

Name	Address	Phone	Email
Bryan Burks	1002 Mesa	4796580225	mackburgraciyahoo.com
Marcy Maxwell	Texas Rd.	479.652 3038	marcy4@gmail.com
Cole Smith	2404 Dandee	479420 9307	

1 extra didn't want to sign

Attendance List for Neighborhood Meeting

List the names, addresses telephone numbers and email of all residents/property owners who attended the meeting.

Meeting Location Cavanaugh School Storm Shelter

Meeting Time & Date

Meeting Purpose Neighborhood Meeting

Name	Address	Phone	Email
Mary Chalk	105 Chateau Rd	479-420-0537	aurora05@cox.net
Debra O'Hair	8225 Texas Rd	479-222-6337	
Pat Dennis	8225 Texas Rd	479-353-3942	

EXHIBIT C

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. A total of Five (5) neighboring property owners attended the meetings with questions regarding the zoning process and expressed support for the request.

Department of Transformation and Shared Services
Governor Sarah Huckabee Sanders
Secretary Leslie Fisken

May 9, 2025

Tyler Miller
Deputy Director, Planning
623 Garrison Avenue
Fort Smith, AR 72916

RE: City of Fort Smith Annexation Coordination Requirement

Mr. Miller,

Thank you for coordinating with our office as you seek to annex property into the City of Fort Smith, located in Section 8, Township 7 North, Range 32 West, Sebastian County, Arkansas. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in *§ 14-40-101* (Act 914 of 2015) of the 90th General Assembly.

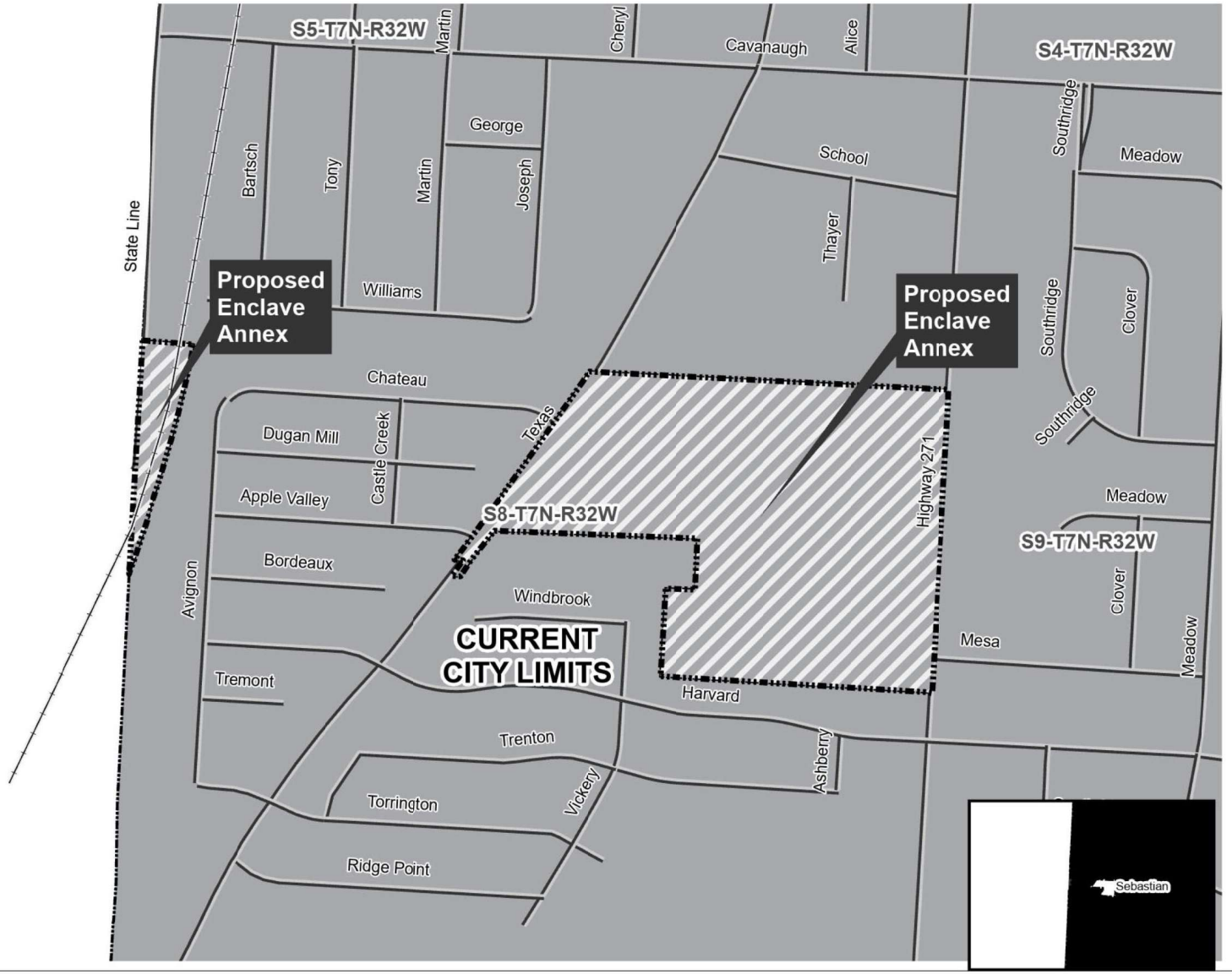
Our office will wait for the completion of additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after the appropriate filing by your County Clerk.

Sincerely,

Shelby D Johnson, State Geographic Information Officer
Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Fort_Smith\20250501\Doc\20250501_Fort_Smith_Annexation_Coordination_Letter.docx

Proposed Annex: City of Fort Smith
May 2025



City: Fort Smith
Mayor: George McGill

Arkansas Code 14-40-101.

Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.

The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015

Proposed Annex
Sections
Minor Road
Railroad
Existing Cities
County Boundary
Existing Cities

0 0.03 0.06 0.11
Miles

N

ARKANSAS GIS OFFICE

H:\City_Annexations\Cities\Fort_Smith\20250501\

Exhibit “A”

U.S. Highway 271 and Texas Road:

Legal Description for Proposed Property Annexation:

Part of the South-Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 32 West, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING at the Southeast corner of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4); THENCE Northerly, along the East line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4), to the Northeast corner of Southfield Heights, an addition to the city of Fort Smith, Sebastian County, Arkansas (Filed: November 5, 2004) and the POINT OF BEGINNING; THENCE leaving the East line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4) and along the Northerly and Easterly lines of said Southfield Heights, the following courses (bearing and distances), per the plat of said Southfield Heights: N86°35’14”W, 499.88 feet to a point; N86°35’14”W, 658.99 feet to a point; N03°10’43”E, 375.15 feet to the Northeast corner of Lot 20 of said Southfield Heights; THENCE leaving the Northerly and Easterly lines of said Southfield Heights, Easterly, along the Southerly line of the land described in Correction Warranty Deed recorded as Document # 7195565 in the Greenwood District, Sebastian County, Arkansas (being the same land as recorded in Beneficiary Deed of Bill Browder recorded as Document # 2017-10837 in the Greenwood District, Sebastian County, Arkansas), to the Southeast corner of said Correction Warranty Deed; THENCE Northerly, along the Easterly line of said Correction Warranty Deed, to the Northeast corner of said Correction Warranty Deed; THENCE Westerly, along the Northerly line of said Correction Warranty Deed, to the Westerly Right-of-Way line of Texas Road; THENCE leaving the Northerly line of said Correction Warranty Deed, Northeasterly, along the Westerly Right-of-Way line of said Texas Road, to the intersection with the North line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4); THENCE leaving the Westerly Right-of-Way line of said Texas Road, Easterly, along the North line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4), to the Northeast corner of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4); THENCE Southerly, along the East line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4), to the POINT OF BEGINNING, being as shown on attached Exhibit “B”.

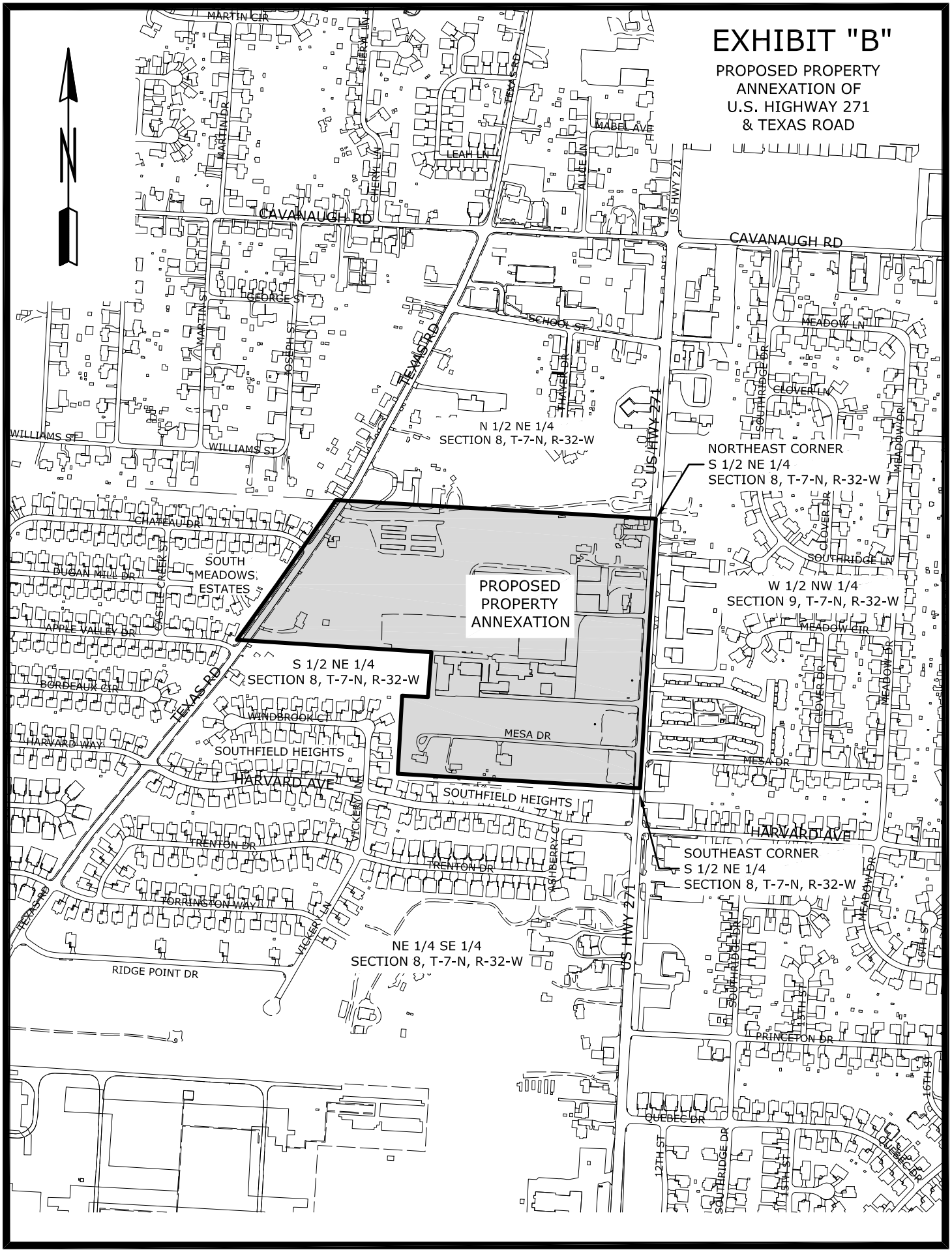

EXHIBIT "B"
PROPOSED PROPERTY
ANNEXATION OF
U.S. HIGHWAY 271
& TEXAS ROAD
N
MARTIN CIR
CHERYL LN
MARTIN DR
TEXAS RD
MABEL AVE
LEAH LN
CHERRY LN
ALICE LN
US HWY 271
CAVANAUGH RD
GEORGE ST
MARTIN ST
JOSEPH ST
SCHOOL ST
THAYER DR
MEADOW LN
SOUTHRIDGE DR
CLOVER LN
MEADOW DR
WILLIAMS ST
N 1/2 NE 1/4
SECTION 8, T-7-N, R-32-W
NORTHEAST CORNER
S 1/2 NE 1/4
SECTION 8, T-7-N, R-32-W
CHATEAU DR
SOUTH MEADOWS ESTATES
DUGAN MILL DR
CASTLE CREEK ST
APPLE VALLEY DR
PROPOSED PROPERTY ANNEXATION
CLOVER DR
SOUTHRIDGE LN
W 1/2 NW 1/4
SECTION 9, T-7-N, R-32-W
MEADOW CIR
S 1/2 NE 1/4
SECTION 8, T-7-N, R-32-W
BORDEAUX CIR
WINDBROOK CT
MESA DR
HARVARD WAY
SOUTHFIELD HEIGHTS
HARVARD AVE
VICKERY LN
TRENTON DR
ASHBERRY CT
SOUTHEAST CORNER
S 1/2 NE 1/4
SECTION 8, T-7-N, R-32-W
TORRINGTON WAY
NE 1/4 SE 1/4
SECTION 8, T-7-N, R-32-W
RIDGE POINT DR
16TH ST
15TH ST
PRINCETON DR
QUEBEC DR
12TH ST

Exhibit “A”

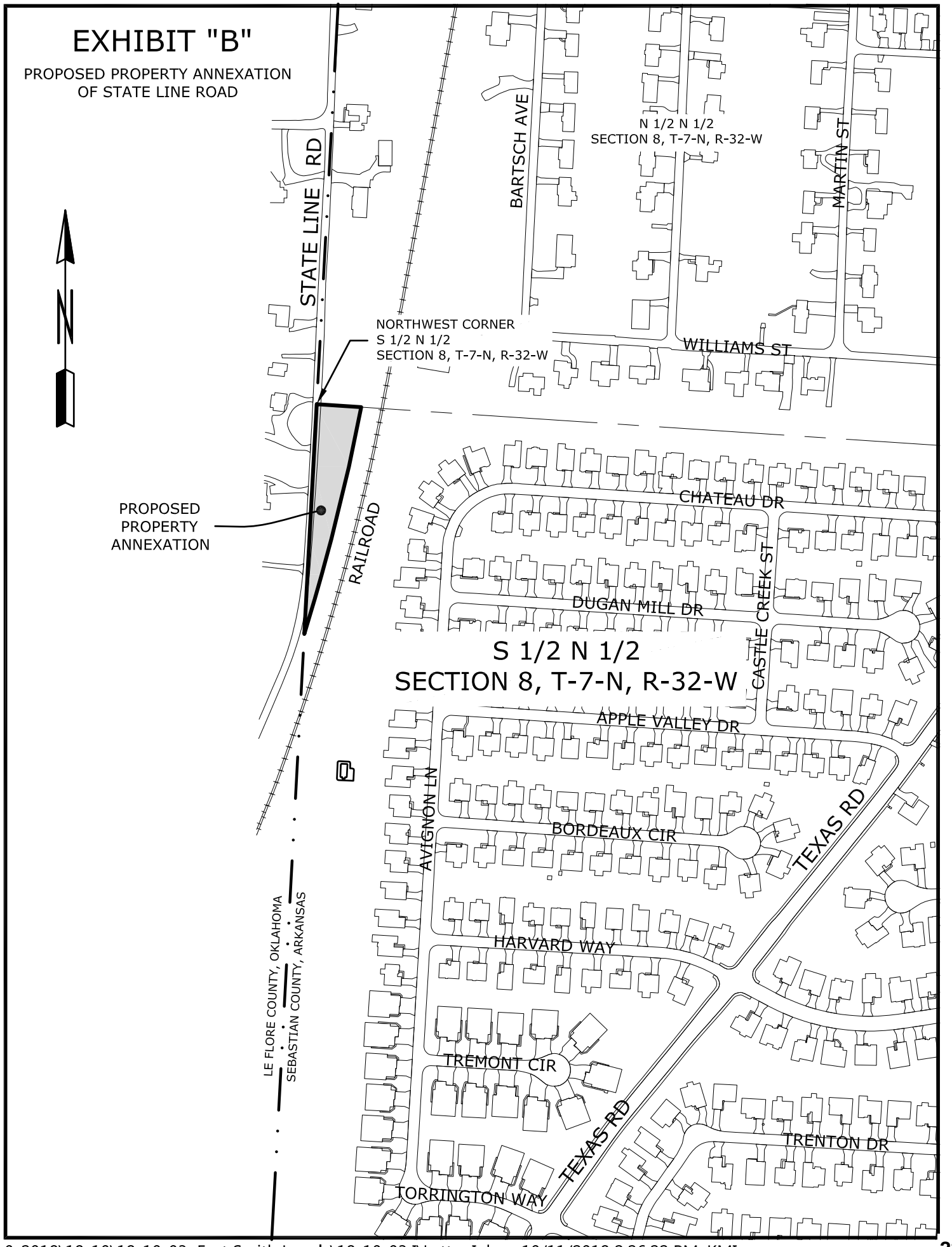
State Line Road:

Legal Description for Proposed Property Annexation:

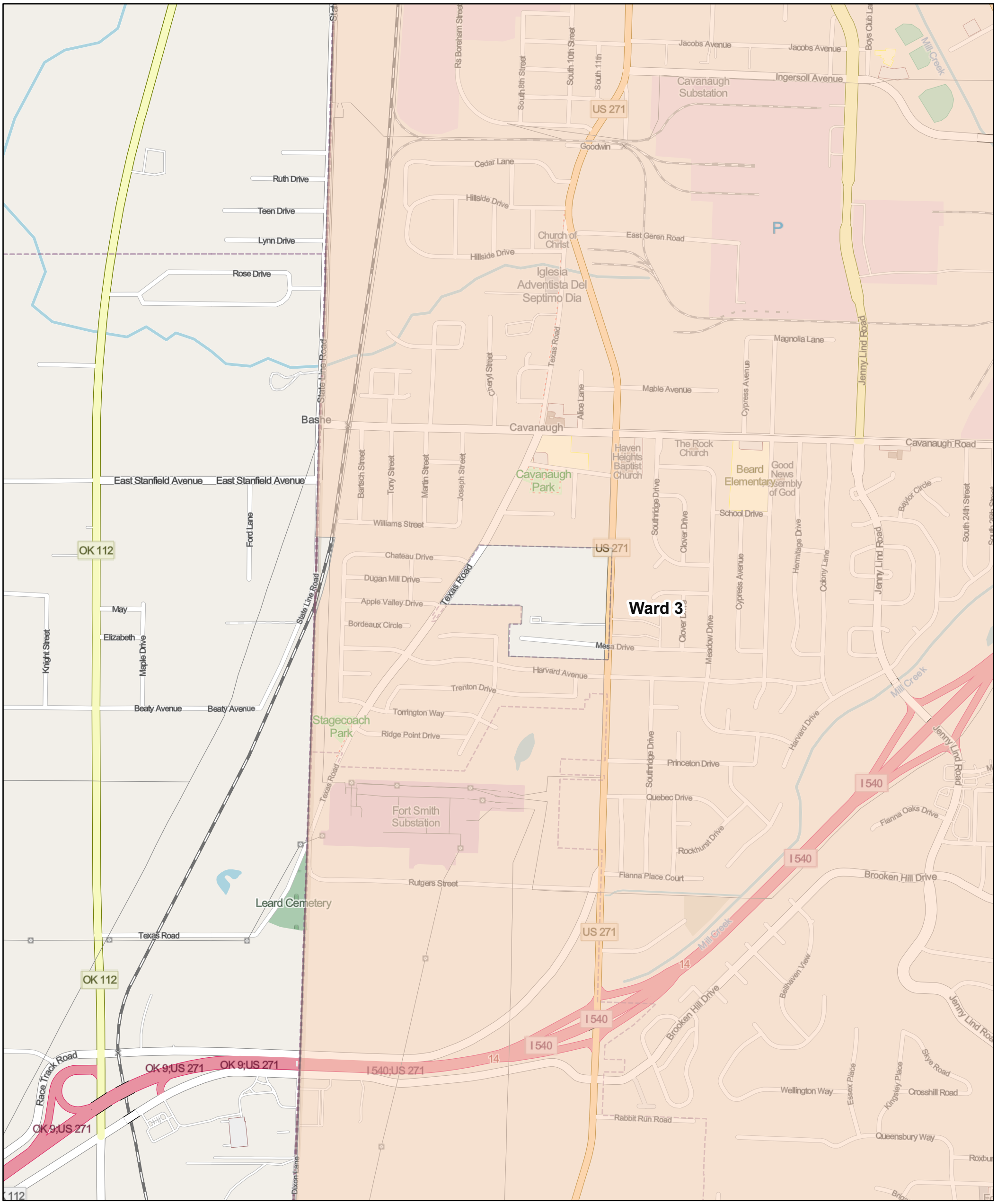
All that part of the Fractional South-Half (S 1/2) of the North-Half (N 1/2) of Section 8, Township 7 North, Range 32 West, Sebastian County, Arkansas, lying West of the West Right-of-Way line of the Kansas City Southern Railroad, also being recorded as Warranty Deed, Document # 7007030 in the Greenwood District of Sebastian County, Arkansas; and all that adjoining part of East Right-of-Way line of said Railroad being as shown on attached Exhibit “B”.

EXHIBIT "B"

PROPOSED PROPERTY ANNEXATION
OF STATE LINE ROAD



Proposed Ward 3



9/26/2025, 2:00:41 PM

Wards

- Ward 3
- Ward 4

1:15,575

0 0.15 0.3 0.6 mi

0 0.23 0.45 0.9 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

City of Fort Smith Planning & Zoning

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: October 1, 2025

SUBJECT: Master Land Use Plan Amendment No. 9-9-25 from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed Use-Residential, Rezoning Application No. 21-9-25 from Not Zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ-O-1)) to Open-1 by classification

SUMMARY

On September 9, 2025, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning application for the properties listed below. The subject properties, contain an approximate area of 20.31 acres and are west of U.S. Highway 271, east of Texas Road, and east of State Line Road. The proposed Master Land Use Plan Amendment and rezoning are comparable to the former ETJ classifications allowing the properties to be annexed with similar zoning.

No neighboring property owners or property owners attended the Planning Commission meeting. The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map.

Please contact me if you have any questions.

The list of properties included with this request:

- Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue
- 8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC
- Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South
- 8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.
- 8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC
- Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.
- 1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson
- 910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson

- 900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett
- Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue
- 8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC
- Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South
- 8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.
- 8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC
- Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.
- 1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson
- 910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson
- 900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett
- 8220 S Hwy 271, Parcel 60515-0003-00000-00, Superior Rental Properties, LLC western portion

ATTACHMENTS

1. 1A__2A-_Ordinance_-__MUR_and_O-1.pdf
2. Backup A New 2.pdf

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP, REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission held a public hearing to consider request No. 9-9-25 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on September 9, 2025, that said change be made; and,

WHEREAS, the City Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan; and,

WHEREAS, the City Planning Commission held a public hearing to consider request No. 21-9-25 to rezone certain property, and, having considered said request, recommended on September 9, 2025, that said change be made.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

SECTION 1: The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Unclassified to Mixed Use-Residential and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

All that part of the Fractional South-Half (S 1/2) of the North-Half (N 1/2) of Section 8, Township 7 North, Range 32 West, Sebastian County, Arkansas, lying West of the West Right-of-Way line of the Kansas City Southern Railroad, also being recorded as Warranty Deed, Document # 7007030 in the Greenwood District of Sebastian County, Arkansas; and all that adjoining part of East Right-of-Way line of said Railroad.

AND

Part of the South-Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 32West, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING at the Southeast corner of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4); THENCE Northerly, along the East line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4), to the Northeast corner of Southfield Heights, an addition to the city of Fort Smith, Sebastian County, Arkansas(Filed: November 5, 2004) and the POINT OF BEGINNING; THENCE leaving the East line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4) and along the Northerly and Easterly lines of said Southfield Heights, the following courses (bearing and distances), per the plat of said Southfield Heights: N86°35'14"W, 499.88 feet to a point; N86°35'14"W, 658.99 feet to a point; N03°10'43"E, 375.15 feet to the Northeast corner of Lot 20 of said Southfield Heights; THENCE leaving the Northerly and Easterly lines of said Southfield Heights, Easterly, along the Southerly line of the land described in Correction Warranty Deed recorded as Document # 7195565 in the Greenwood District, Sebastian County, Arkansas (being the same land as recorded in Beneficiary Deed of Bill Browder recorded as Document # 2017-10837 in the Greenwood District, Sebastian County, Arkansas), to the Southeast corner of said Correction Warranty Deed; THENCE Northerly, along the Easterly line of said Correction Warranty Deed, to the Northeast corner of said Correction Warranty Deed; THENCE Westerly, along the Northerly line of said Correction Warranty Deed, to the Westerly Right-of-Way line of Texas Road; THENCE leaving the Northerly line of said Correction Warranty Deed, Northeasterly, along the Westerly Right-of-Way line of said Texas Road, to the intersection with the North line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4); THENCE leaving the Westerly Right-of-Way line of said Texas Road, Easterly, along the North line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4), to the Northeast corner of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4); THENCE Southerly, along the East line of said South-Half (S 1/2) of the Northeast Quarter (NE 1/4), to the POINT OF BEGINNING.

LESS AND EXCEPT

A part of the Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 32 West, beginning at a point 267 feet West of Southeast corner of Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of said Section, thence North 210 feet, thence West 210 feet, thence South 335 feet; thence East 210 feet; thence North to place of beginning, containing 1 ½ acres more or less and beginning at a point 1089.8 feet North of southeast corner of Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 32 West, thence West 267 feet; thence North 75 feet; thence East 267 feet; thence South 75 feet to point of beginning, EXCEPT PUBLIC ROADS.

AND

Beginning at a point 1089.8 feet North of the Southeast corner of Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 32 West, West 267 feet, thence North 75 feet, thence East 267 feet, thence South 75 feet to point of beginning, EXCEPT PUBLIC ROADS.

AND

A strip of land 16 feet wide off of the South side of the following described partial tract of land to-wit: One and 3/4 acres of the East and of the following tract commencing at the SE corner of the NE 1/4 of said Section 8, Township 7 North, Range 32 West; thence North 1073.8 feet to the place of beginning; thence West 1709.2 feet to the East line of the Texas Road; thence Northeasterly along the East line of the Texas Road to the North line of the South Half (S ½) of the NE 1/4 of said Section 8; thence East to the East line of NE 1/4 of said Section; thence South to the place of beginning, being a part of the S ½ of the NE 1/4 of said Section 8, Township 7 North, Range 32 West. (This being the same lands conveyed to U.S. Heathcock by Zackie Clement and Esther Clement by Warranty Deed dated April 4, 1939, and recorded in Record Book 91 at Page 7 of the Official Records of Sebastian County, Arkansas,

more commonly known as 8104 Highway 271 South.

AND

A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 7 North, Range 32 West, more particularly described as follows: Beginning at a point 956.3 feet North of the Southeast corner of said SE 1/4 NE 1/4, said point being on the centerline of Arkansas Highway 271; thence South 88 degrees 35 minutes West 200 feet; thence North 117.5 feet; thence North 88 degrees 35 minutes East 200 feet; thence South 117.5 feet to the point of beginning. Less and except public roads and rights of way.

AND

Part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 8, Township 7 North, Range 32 West, described as: Beginning at a point 831.3 feet North and 385 feet West of the Southeast corner of said SE 1/4 NE 1/4; thence West 504 feet; thence North 242.5 feet; thence East 504 feet; thence North 242.5 feet; thence East 504 feet; thence South 242.5 feet to the point of beginning.

AND

Part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 8, Township 7 North, Range 32 West, described as: Beginning at a point 831.3 feet North and 200 feet West of the Southeast corner of said SE 1/4 NE 1/4; thence West 185 feet; thence North 242.5 feet; thence East 185 feet; thence South 242.5 feet to the point of beginning.

AND

Part of the Northeast Quarter (NE/4) of Section 8, Township 7 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, more particularly described as follows:

Commencing at the Northeast corner of said Section 8; thence South 1580.07 feet along the East line of said Section 8; thence S $89^0$02'52" W, 475.98 feet to an existing bolt being the point of beginning; thence S $89^0$37'25" W, 925.0 feet more or less to a point 220.0 feet perpendicularly distance from the centerline of Texas Road; thence N 31 ^{0} 51' 13" E, 228.7 feet parallel to said centerline of Texas Road; thence N 89^0 10'38" E, 808.3 feet to a 5.0 foot tall rebar in PVC pipe; thence S $01^0$07'30" W, 199.86 feet to the point of beginning containing 3.91 acres, more or less, being subject to public road rights of way and any easements of record,

more commonly known as 8116 and 8116 ½ Highway 271 South and 8103 Texas Road.

AND

Part of the South Half of the Northeast Quarter of Section 8, Township 7 North, Range 32 West, described as follows: Beginning at a point 403.5 feet north of the Southeast Corner of said S/2 NE/4; thence West 1020 feet; thence North 207.5 feet; thence East 1020 feet; thence South 207.5 feet, except public roads, situated in Sebastian County, Arkansas

AND

Part of the South Half of the Northeast Quarter of Section 8, Township 7 North, Range 32 West, described as follows: Beginning at a point on the west right of way line of Arkansas State Highway No. 271, said point being 611 feet north of the South line of the NE/4 of Section 8, Township 7 North, Range 32 West; thence West 1488.0 feet; thence North 220.0 feet; thence East 1488 feet to the West right of way line of Arkansas State Highway No. 271; thence South along said right of way 220.3 feet to the point of beginning, containing 7.95 acres, situated in Sebastian County, Arkansas

AND

A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 7 North, Range 32 West, County of Sebastian, State of Arkansas and being more particularly described as follows, to-wit: Beginning at a point which is 831. 1 feet north of the Southeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 8; thence North 125 feet; thence West 200 feet; thence South 125 feet; thence East 200 feet to the point of beginning, subject to all easements, rights-of-way and oil and gas leases of record.

AND

Part of the South Half (S/2) of the Northeast Quarter (NE/4) of Eight Section (8), Township Seven (7) North, Range Thirty-Two (32) West, described as follows:
Beginning at a point 403.5 feet North of the Southeast corner of said S/2 NE/4; thence West 1020 feet; thence North 207.5 feet; thence East 1020 feet; thence South 207.5 feet to pint of beginning. EXCEPT public roads, situated in Sebastian County, Arkansas,

more commonly known as 8220 Highway 271 South,

AND

A part of the South half of the Northeast Quarter of Section 8 Township 7 North Range 32 west, Sebastian County, Arkansas. as follows:

Beginning at a point which is 831.3 feet North and 889.4 feet West of the Southeast corner of said Northeast Quarter, thence North 242.5 feet, thence West 820 feet, more or less to the property line of the Texas Road, thence Southwesterly along said Texas Road 280 feet, more or less to the place of beginning, containing 5 acres more or less, except public roads.

SECTION 2: The real property described in Section 1 is hereby zoned to Open-1 by classification.

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

PASSED AND APPROVED THIS_____DAY OF _____, 2025.

ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:

_____
Publish One Time

PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
AGENDA
BLUE LION DOWNTOWN, 101 N 2ND ST
SEPTEMBER 9, 2025
5:30 P.M

Before calling the meeting to order, Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, Kelly Wilson, Griffin Hanna, Zach Ledford, Matt Marshall, Ret Taylor, Shaun McCaffrey, and David Tyler. Rod Coleman was absent.

Chairman McCaffrey called for a motion on the August 12, 2025, meeting minutes. Commissioner Marshal moved, seconded by Commissioner Taylor, to approve the minutes. The motion carried with no objections.

Maggie Rice, Deputy City Administrator, spoke on the procedures.

1A. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**
- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**

Chairman McCaffrey called for a motion on item 1A. Commissioner Hanna moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1B. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 1B. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1C. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 1C. Commissioner Taylor moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1D. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 1D. Commissioner Ledford moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1E. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

D. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential at the following properties

- **8220 South Highway 271, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC**

Chairman McCaffrey called for a motion on item 1E. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2A. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ-O-1)) to Open-1 (O-1) by classification at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**

- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2A. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2B. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1 SPL)) to Industrial Light Special (I-1-SPL)
(I-1 SPL) by classification at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2B. Commissioner Hanna moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2C. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

D. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SPL)) to Industrial Light Special (I-1-SPL).

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 2C. Commissioner Wilson moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2D. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

E. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Industrial Light (I-1) and Open-1 (O-1) by classification at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 2D. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

Fort Smith **Planning Commission**	**Item Number:** **MLPUA #9-9-25** **Hearing Date:** **September 9, 2025**
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: City of Fort Smith Owner: Nine unique property owners
Location Map:  	**Applicant Proposal:** Area: Highway 271/Texas Road Present Use: Commercial, Industrial, and Residential Total Tract Size: 45+- Acres Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map. Summary: MLUP amendment to accommodate proposed rezoning and annexation
Existing Zoning: No Zoning (Formerly ETJ) **Master Land Use Plan:** No MLUPA (Formerly ETJ)	**Staff recommendation:** Approval

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Master Land Use Plan Amendment #9-9-25 – A request by the City of Fort Smith for a Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential at the following locations:

- Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue
- 8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC
- Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South
- 8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.
- 8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC
- Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.
- 1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson
- 910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson
- 900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett

The City of Fort Smith proposes to amend the Master Land Use Plan Map from unclassified to Mixed Use-Residential to accommodate an Open-1 (O-1) zoning district for 15.31 acres located on the west side of U.S. Highway 271 and east side of Texas Road, and located on State Line Road as shown on Exhibit A.

The subject properties are currently not zoned and were within the ETJ, zoned Extraterritorial Jurisdiction Open-1 (ETJ-O-1). A companion zoning application requests a new Open-1 (O-1) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with a rezoning application.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial Classification, Texas Road and a Major Collector, and Sate Line Road is unclassified.

ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

Direction	Land Use	Master Land Use Classification
North	Single-family Development	Residential Detached and General Commercial
East	Copher Boat Sales and Multifamily Development	General Commercial
South	Single-family Subdivisions and Undeveloped	Residential Detached and General Commercial
West	Single-family Subdivision and Arkansas and Oklahoma State Border	Residential Detached and Not Classified

The proposed Master Land Use classification of Mixed-Use Residential is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

Characteristics and Use:

Criteria for Designation:	Compliance Noted
• Within redevelopment and revitalization areas transitioning out of industrial land use.	**YES**
• A planned mixed-use development (PUD), or as a complement to an existing area of mixed land use	**YES**

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

The subject properties do not have a Master Land Use Plan Map designation but were formerly within the Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial classifications. In conjunction with a proposed annexation, the city of Fort Smith is proposing a designation of Mixed Use-Residential to accommodate an Open-1 (O-1) zoning district. The Master Land Use Plan Classification of Mixed Use Residential is compatible with the proposed O-1 zoning district.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately ten property owners in total. Staff also met with several property owners individually to answer questions and explain the process.

STAFF RECOMMENDATIONS

Staff recommends approval.

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Master Land Use Plan Amendment #9-9-25 – A request by the City of Fort Smith for a Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential at the subject property:

- 8220 South Highway 271, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC

The City of Fort Smith proposes to amend the Master Land Use Plan Map from unclassified to Office, Research and Light Industrial and Mixed Use Residential to accommodate an Industrial Light Special (I-1-SPL) zoning district and an Open-1 zoning district for 7.15 acres located on the west side of U.S. Highway 271 and east side of Texas Road as shown on Exhibit A.

The subject property is currently not zoned but was within the ETJ, and zoned Extraterritorial Jurisdiction Industrial Moderate Special (ETJ-I-2-SPL) and Extraterritorial Jurisdiction (ETJ-O-1). A companion zoning application requests a new Industrial Light Special (I-1-SPL) and Open (O-1) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with a rezoning application.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial Classification and Texas Road as a Major Collector.

ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

Direction	Land Use	Master Land Use Classification
North	Light Manufacturing and Undeveloped	Unclassified
East	Multifamily Development	General Commercial
South	Single-family Development and Undeveloped	Residential Detached and Unclassified
West	Single-family Subdivision and Undeveloped	Residential Detached and Unclassified

The proposed Master Land Use classification of Office, Research and Light Industrial intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

Office, Research and Light Industrial Characteristics and Use:

Criteria for Designation:	**Compliance Noted**
• Located on primary arterial or along active rail line	**YES**
• Central water and sewer with sufficient capacity	**YES**
• Sufficient land area for activities and potential expansion	**YES**
• Not located within environmentally sensitive areas, or those prone to flooding	**YES**
• May be located with other mixed-uses	**YES**

The proposed Master Land Use classification of Mixed-Use Residential is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

Mixed Use Residential:

Criteria for Designation:	**Compliance Noted**
• Within redevelopment and revitalization areas transitioning out of industrial land use.	**YES**
• A planned mixed-use development (PUD), or as a complement to an existing area of mixed land use	**YES**

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

The subject property does not have a Master Land Use Plan Map designation but was formerly classified as Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial. In conjunction with a proposed annexation, the city of Fort Smith is proposing a designation of Office, Research and Light Industrial to accommodate an Industrial Light Special (I-1-SPL) zoning district and a Mixed-Use-Residential classification to accommodate the Open (O-1) zoning district. The Master Land Use Plan Classification of Office, Research and Light Industria is compatible with the proposed I-1-SPL zoning district and the Mixed-Use Residential classification is compatible with the Open-1 zoning district.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately ten property owners in total. Staff also met with several property owners individually to answer questions and explain the process. The Board of Directors also held a public hearing for the annexation on August 19, 2025.

STAFF RECOMMENDATIONS

Staff recommends approval.

Fort Smith Planning Commission	**Item Number:** Rezoning #21-9-25 **Hearing Date:** September 9, 2025
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: City of Fort Smith Owner: Nine unique property owners
Location Map: 	**Applicant Proposal:** Area: Highway 271/Texas Road Present Use: Commercial, Industrial, and Residential Total Tract Size: 45+- Acres Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map. Summary: Rezoning facilitating annexation
Existing Zoning: No Zoning (Formerly ETJ) **Master Land Use Plan:** No MLUPA (Formerly ETJ)	**Staff recommendation:** Approval

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #21-9-25 - A request by the City of Fort Smith for Planning Commission consideration of a zone request from not zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ-O-1)) to Open-1 by classification at the following locations:

- Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue
- 8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC
- Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South
- 8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.
- 8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC
- Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.
- 1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson
- 910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson
- 900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett
- 8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC

PROPOSED ZONING

Approval will place a new Open-1 (O-1) zoning on the properties listed above similar to the previous ETJ-O-1 zoning and support the proposed annexation.

LOT LOCATION AND SIZE

The subject area is located on the west side of U.S. Highway 271 and east side of Texas Road, and located on State Line Road as shown on Exhibit A. The tract contains an approximate area of 20.31 acres.

REQUESTED ZONING

The proposed zoning is Open-1 (O-1). Characteristics of this zone are as follows:

Purpose:
A zone to protect undeveloped areas from incompatible land use or other specific uses that may constitute a nuisance to the residents therein or uses that may create an endangerment to the health, safety, or general welfare of the jurisdiction's population. The Open-1 zone designation may be utilized as a zoning classification for properties until a distinct land utilization pattern is developed in keeping with the city's Master Land Use Plan and other land use policies.

Permitted Uses and Accessory Uses:

Single-family homes (Detached), Two-family homes (Duplex), Guest houses and accessory building, structure or use.

Conditional Uses:

Agricultural (not including commercial/industrial operations, e.g., commercial food lots, processing plants, sales yards); Churches, Parks (public or private), Nursing Homes, college, university, seminary, preschool, primary and secondary school, library or public arts complex, fire and rescue station, police stations, police substation, emergency response station, utility substations, and government office.

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North	Single-family Development	RM-3, Residential Multifamily Medium Density and (C-5), Commercial Heavy
East	Copher Boat Sales and Multifamily Development	(C-5), Commercial Heavy
South	Single-family Subdivisions and Undeveloped	Residential Single-Family Medium/High Density (RS-3) and C-2-SPL Commercial Light Special
West	Single-family Subdivision and Arkansas and Oklahoma State Border	Residential Single-Family Medium/High Density (RS-3)

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial Classification, Texas Road and a Major Collector, and Sate Line Road is unclassified.

MASTER LAND USE PLAN

A companion Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential. The Mixed-Use Residential classification is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

The Open-1 zone designation may be utilized as a zoning classification for properties until a distinct land utilization pattern is developed in keeping with the city's Master Land Use Plan and other land use policies. The Open-1 zoning will serve as a zone designation for properties until a development is proposed that does not comply with the permitted, conditional and accessory uses outlined in the O-1 district. Additionally, there shall be no new Open-1 zones created unless a property is subsequently annexed.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately ten property owners in total. Staff also met with several property owners individually to answer questions and explain the process.

STAFF RECOMMENDATIONS

Staff recommends approval.

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #21-9-25 - A request by the City of Fort Smith for Planning Commission consideration of a zone request from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate Special (ETJ I-2 SPL) and Extraterritorial Jurisdiction Open-1) to Industrial Light Special (I-1-SPL) and Open-1 (O-1) by classification at the following location:

- 8220 Highway 271 South, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC

PROPOSED ZONING

Approval of the requested zoning accommodates the existing light manufacturing facility, warehouses, and the western most undeveloped portion of the property while facilitating the annexation of the property.

LOT LOCATION AND SIZE

The subject area is located on the west side of U.S. Highway 271 north of Mesa Drive and South of School Street and on the east side of Texas Road as shown on Exhibit A. The tract contains an approximate area of 7.15 acres.

REQUESTED ZONING

The proposed zoning is Industrial Light Special (I-1) and Open-1 (O-1).

Characteristics of the I-1 zone are as follows:

Purpose:

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light district may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 zoning district is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

Permitted Uses:

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

Conditional Uses:

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 20,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 20,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Arterial or higher

Characteristics of the O-1 zone are as follows:

Purpose:
A zone to protect undeveloped areas from incompatible land use or other specific uses that may constitute a nuisance to the residents therein or uses that may create an endangerment to the health, safety, or general welfare of the jurisdiction's population. The Open-1 zone designation may be utilized as a zoning classification for properties until a distinct land utilization pattern is developed in keeping with the city's Master Land Use Plan and other land use policies.

Permitted Uses and Accessory Uses:

Single-family homes (Detached), Two-family homes (Duplex), Guest houses and accessory building, structure or use.

Conditional Uses:

Agricultural (not including commercial/industrial operations, e.g., commercial food lots, processing plants, sales yards); Churches, Parks (public or private), Nursing Homes, college, university, seminary, preschool, primary and secondary school, library or public arts complex, fire and rescue station, police stations, police substation, emergency response station, utility substations, and government office.

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North	Warehouse, Light Manufacturing, and Boat Storage Facilities	Not zoned
East	Multifamily Development	(C-5), Commercial Heavy
West	Undeveloped and Single-Family Residence	RSD-3-SPL and Not Zoned
South	Single-Family Residences and Undeveloped	Not zoned

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial and classifies Texas Road as a Major Collector.

MASTER LAND USE PLAN

A companion Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential has been submitted. The proposed Master Land Use classification of Office, Research and Light Industrial is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services. The proposed Mixed Use Residential classification is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

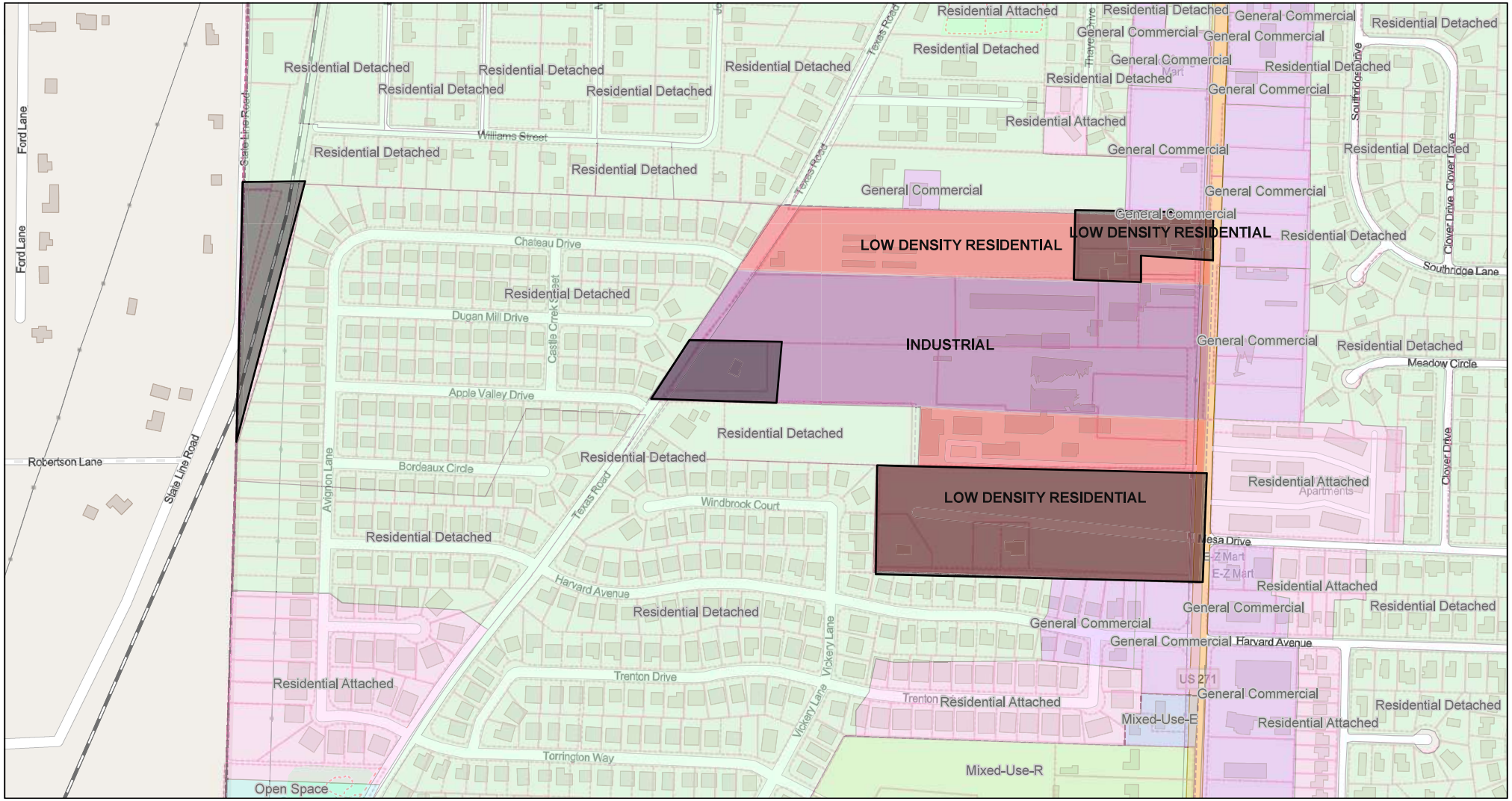
The property was zoned within the ETJ in March 2006, by Ordinance #24-06 requiring the below-mentioned conditions. Additionally, the requested I-1 zone permits the existing land uses to operate by right following compliance with the conditions.

STAFF RECOMMENDATIONS

Staff recommends approval with the following conditions:

1. No vehicular access from Texas Road is permitted.
2. The container storage area shall be screened.

Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential



9/30/2025, 4:04:04 PM

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0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Land Use

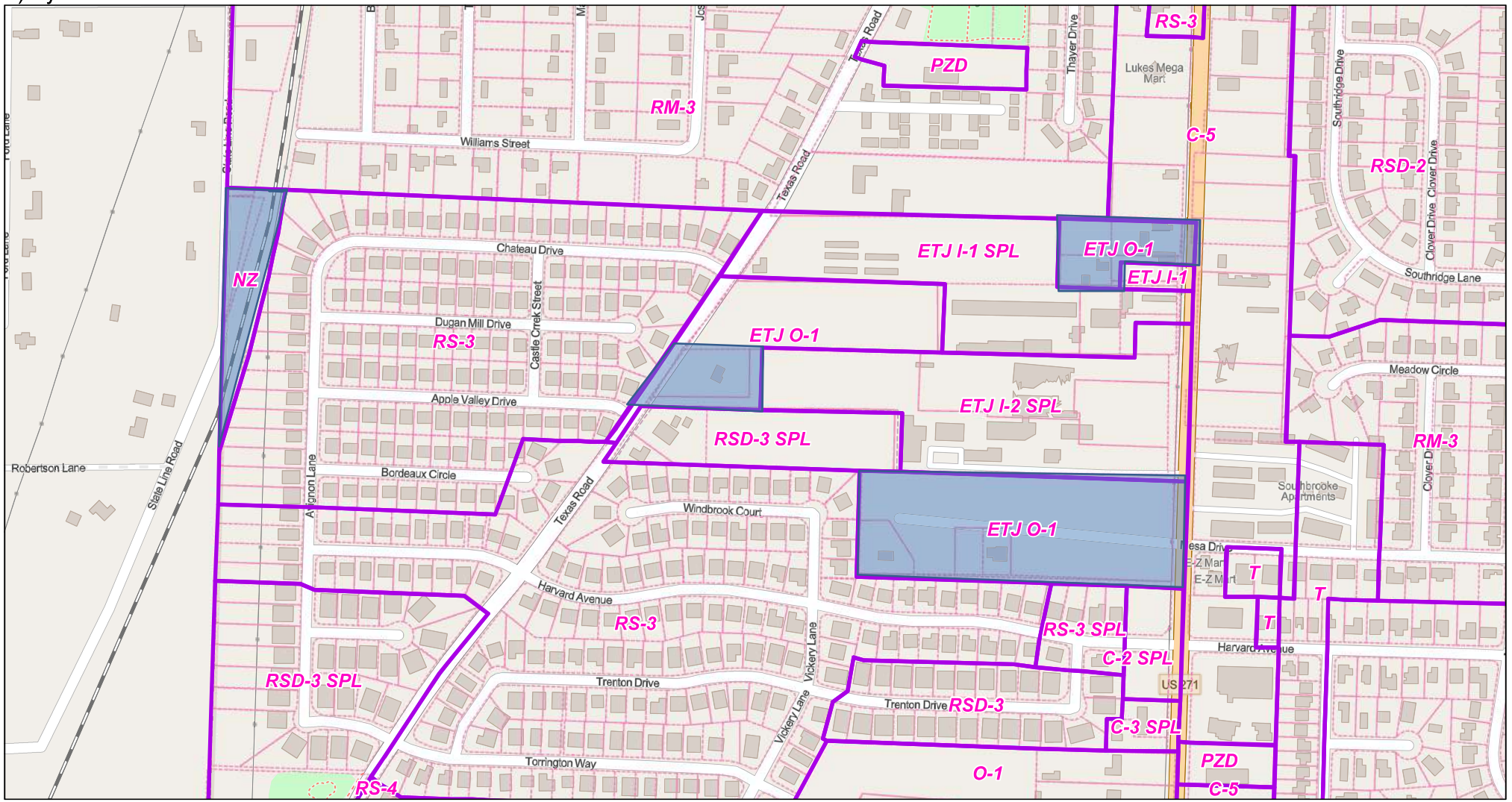
- Mixed-Use-R
- Open Space
- Residential Attached
- Residential Detached
- General Commercial
- Mixed-Use-E

ETJ Land Use

- LOW DENSITY RESIDENTIAL
- INDUSTRIAL
- Parcels

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Zoning #21-9-25 -A request by the City of Fort Smith for zoning from no zoning (formerly Extraterritorial Jurisdiction Open-1 (ET J-0-1)) to Open-1 (0-1) by classification



9/30/2025, 3:59:13 PM

Zoning

Parcels

1:4,972

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Exhibit A
Formerly & Proposed Master Land Use Map

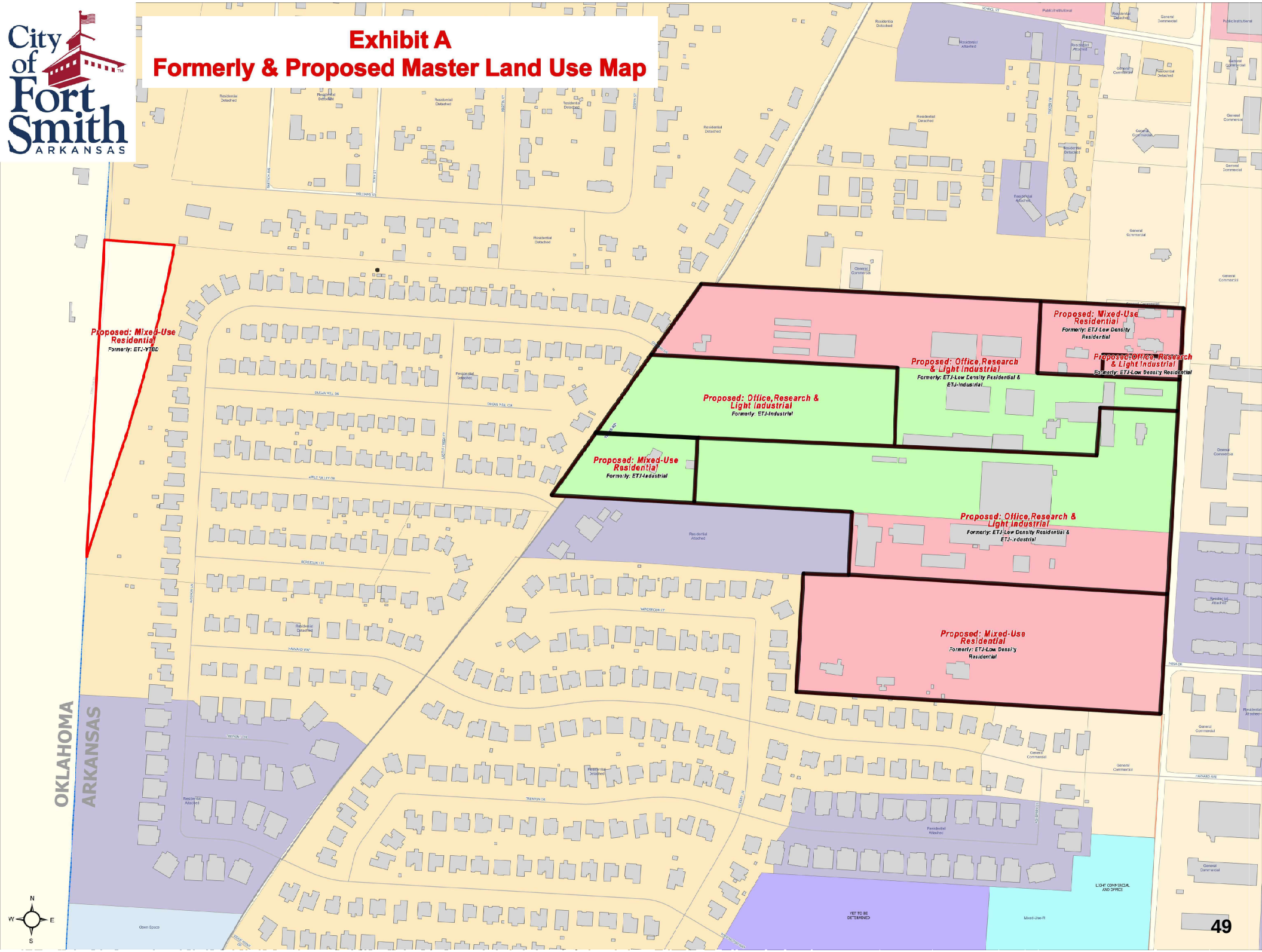
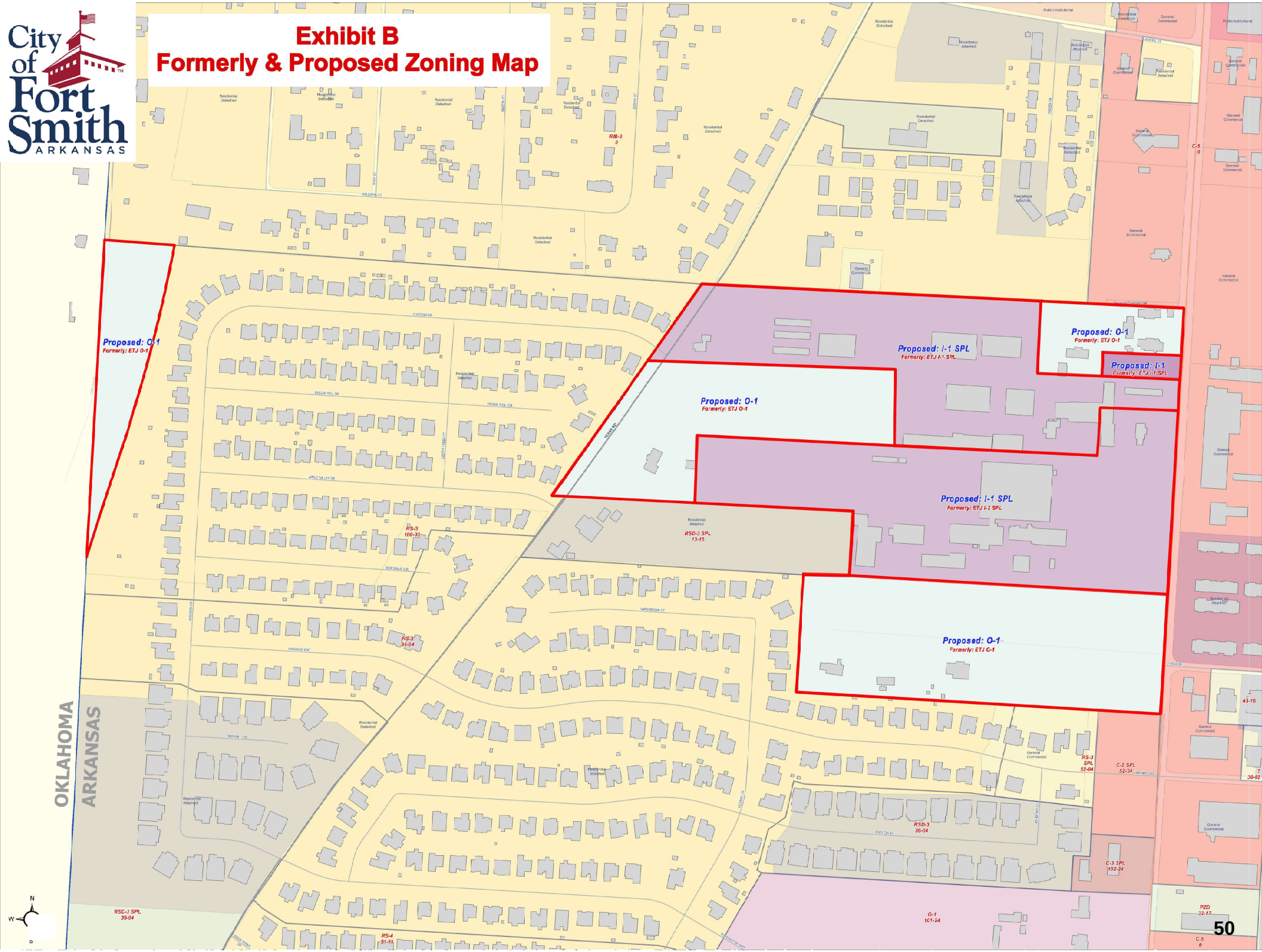


Exhibit B
Formerly & Proposed Zoning Map




Aerial
City of Fort Smith ARKANSAS
8103 Texas Rd
8121 Texas Rd
8201 Texas Rd
8022 S HWY 271
8104 S HWY 271
8106 S HWY 271
8112 S HWY 271
8115 S HWY 271
8111 S HWY 271
8114 S HWY 271
8210 S HWY 271
900 Mesa Dr
910 Mesa Dr
1007 Mesa Dr
OKLAHOMA
ARKANSAS
N
W

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: October 1, 2025

SUBJECT: Master Land Use Plan Amendment No. 9-9-25 from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research, and Light Industrial, Rezoning Application No. 21-9-25 from Not Zoned (formerly Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1-SPL)) to Industrial Light by classification

SUMMARY

On September 9, 2025, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications located at the properties listed below. The subject properties, contain an approximate area of 9.36 acres and are located on the west side of U.S. Highway 271 and east side of Texas Road. The proposed Master Land Use Plan Amendment and rezoning are comparable to the formerly ETJ classifications allowing the properties to be annexed with similar zoning.

No neighboring property owners or property owners attended the Planning Commission meeting. The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map subject to the following:

1. A 6’ tall opaque private fence must be installed adjacent to any properties developed for residential use.
2. A 200’ long evergreen (Pine, cedar, red-tip, photinia, or similar) screening buffering shall be planted along the north boundary of the subject property, beginning 220 feet from Texas Road.
3. Area and security lighting to be installed so as not to create any adverse effect to surrounding residential uses.

The list of property owners under consideration with this request:

- 8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC
- 8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC
- 8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC
- 8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC

Please contact me if you have any questions.

ATTACHMENTS

1. 1B_-_2B_Ordinance_-_ORLI_and_I-1-SPL.pdf
2. Backup B New 2.pdf

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP, REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission held a public hearing to consider request No. 9-9-25 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on September 9, 2025, that said change be made; and,

WHEREAS, the City Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan; and,

WHEREAS, the City Planning Commission held a public hearing to consider request No. 21-9-25 to rezone certain property, and, having considered said request, recommended on September 9, 2025, that said change be made.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

SECTION 1: The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Unclassified to Office, Research and Light Industrial and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 7 North, Range 32 West, more particularly described as follows: Beginning at a point 956.3 feet North of the Southeast corner of said SE 1/4 NE 1/4, said point being on the centerline of Arkansas Highway 271; thence South 88 degrees 35 minutes West 200 feet; thence North 117.5 feet; thence North 88 degrees 35 minutes East 200 feet; thence South 117.5 feet to the point of beginning. Less and except public roads and rights of way.

AND

Part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 8, Township 7 North, Range 32 West, described as: Beginning at a point 831.3 feet North and 385 feet West of the Southeast corner of said SE 1/4 NE 1/4; thence West 504 feet; thence North 242.5 feet; thence East 504 feet; thence North 242.5 feet; thence East 504 feet; thence South 242.5 feet to the point of beginning.

AND

Part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 8, Township 7 North, Range 32 West, described as: Beginning at a point 831.3 feet North and 200 feet West of the Southeast corner of said SE 1/4 NE 1/4; thence West 185 feet; thence North 242.5 feet; thence East 185 feet; thence South 242.5 feet to the point of beginning.

AND

Part of the Northeast Quarter (NE/4) of Section 8, Township 7 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, more particularly described as follows:

Commencing at the Northeast corner of said Section 8; thence South 1580.07 feet along the East line of said Section 8; thence S 89^{0}02'52" W, 475.98 feet to an existing bolt being the point of beginning; thence S 89^{0}37'25" W, 925.0 feet more or less to a point 220.0 feet perpendicularly distance from the centerline of Texas Road; thence N 31 ^{0} 51' 13" E, 228.7 feet parallel to said centerline of Texas Road; thence N 89^0 10'38" E, 808.3 feet to a 5.0 foot tall rebar in PVC pipe; thence S 01^{0}07'30" W, 199.86 feet to the point of beginning containing 3.91 acres, more or less, being subject to public road rights of way and any easements of record.

SECTION 2: The real property described in Section 1 is hereby zoned to Industrial Light (I-1) subject to the following:

- A 6' tall, opaque, privacy fence installed adjacent to any properties developed for residential use.
- A 200 feet long evergreen (pine, cedar, red-tip photinia or similar) screening buffering shall be planted along the north boundary of the subject property, beginning 220 feet from Texas Road.
- Area and security lighting to be installed so as not to create any adverse effect on surrounding residential uses.

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

PASSED AND APPROVED THIS_____DAY OF _____, 2025.

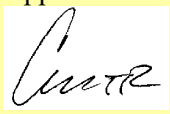
ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



_____
Publish One Time

PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
AGENDA
BLUE LION DOWNTOWN, 101 N 2ND ST
SEPTEMBER 9, 2025
5:30 P.M

Before calling the meeting to order, Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, Kelly Wilson, Griffin Hanna, Zach Ledford, Matt Marshall, Ret Taylor, Shaun McCaffrey, and David Tyler. Rod Coleman was absent.

Chairman McCaffrey called for a motion on the August 12, 2025, meeting minutes. Commissioner Marshal moved, seconded by Commissioner Taylor, to approve the minutes. The motion carried with no objections.

Maggie Rice, Deputy City Administrator, spoke on the procedures.

1A. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**
- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**

Chairman McCaffrey called for a motion on item 1A. Commissioner Hanna moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1B. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 1B. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1C. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 1C. Commissioner Taylor moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1D. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 1D. Commissioner Ledford moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1E. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

D. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential at the following properties

- **8220 South Highway 271, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC**

Chairman McCaffrey called for a motion on item 1E. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2A. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ-O-1)) to Open-1 (O-1) by classification at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**

- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2A. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2B. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1 SPL)) to Industrial Light Special (I-1-SPL)
(I-1 SPL) by classification at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2B. Commissioner Hanna moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2C. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

D. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SPL)) to Industrial Light Special (I-1-SPL).

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 2C. Commissioner Wilson moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2D. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

E. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Industrial Light (I-1) and Open-1 (O-1) by classification at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 2D. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2E. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

E. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate Special (ETJ I-2 SPL) and Extraterritorial Jurisdiction Open-1) to Industrial Light Special (I-1-SPL) and Open-1 (O-1) by classification at the following properties:

- **8220 Highway 271 South, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC**

Chairman McCaffrey called for a motion on item 2E. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

RECESS PLANNING COMMISSION
CONVENE BOARD OF ZONING ADJUSTMENT

3. Variance #24-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, from the required street access in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Chairman McCaffrey introduced items 3, 4, 5, and 6 as companion items. Ms. Bailey delivered the staff report indicating the subject property was located on the east side of Prairie Drive and south of Zero Street. She said approval of the items would allow for the existing 22,996 square foot building to be utilized as an Electrical, Plumbing, Heat & Air Conditioning (Wholesale Trade Establishment).

Mr. Jake Chavis was present to represent the items. There were none present to speak in favor or opposition of the items.

Chairman McCaffrey called for a motion on item 3. Commissioner Hanna moved, seconded by Commissioner Taylor, to approve with staff comments. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

RECESS BOARD OF ZONING ADJUSTMENT
CONVENE PLANNING COMMISSION

4. Master Land Use Plan Amendment #14-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a master land use plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Chairman McCaffrey called for a motion on item 4. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

5. Rezoning #26-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive.

Chairman McCaffrey called for a motion on item 5. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

6. Development Plan #17-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for an electrical, plumbing, heat and air conditioning (wholesale trade establishment) in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Fort Smith **Planning Commission**	**Item Number:** **MLPUA #9-9-25** **Hearing Date:** **September 9, 2025**
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: City of Fort Smith Owner: Nine unique property owners
Location Map:  	**Applicant Proposal:** Area: Highway 271/Texas Road Present Use: Commercial, Industrial, and Residential Total Tract Size: 45+- Acres Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map. Summary: MLUP amendment to accommodate proposed rezoning and annexation
Existing Zoning: No Zoning (Formerly ETJ) **Master Land Use Plan:** No MLUPA (Formerly ETJ)	**Staff recommendation:** Approval

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Master Land Use Plan Amendment #9-9-25 – A request by the City of Fort Smith for a Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- 8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC
- 8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC
- 8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC
- 8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC
- 8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC

The City of Fort Smith proposes to amend the Master Land Use Plan Map from unclassified to Office, Research and Light Industrial to accommodate an Industrial Light Special (I-1-SPL) zoning district for 14.36 acres located on the west side of U.S. Highway 271 and east side of Texas Road as shown on Exhibit A.

The subject properties are currently not zoned and were within the ETJ, zoned Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1 SPL). A companion zoning application requests a new Industrial Light Special (I-1-SPL) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with a rezoning application.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial Classification and Texas Road and a Major Collector.

ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

Direction	**Land Use**	**Master Land Use Classification**
North	Single-family Development	Residential Detached and General Commercial
East	Copher Boat Sales	General Commercial
South	Warehousing, Light Industrial and Undeveloped	Unclassified

West	Single-family Subdivision and Undeveloped	Residential Detached and Not Classified

The proposed Master Land Use classification of Office, Research and Light Industrial intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

Characteristics and Use:

Criteria for Designation:	**Compliance Noted**
• Located on primary arterial or along active rail line	**YES**
• Central water and sewer with sufficient capacity	**YES**
• Sufficient land area for activities and potential expansion	**YES**
• Not located within environmentally sensitive areas, or those prone to flooding	**YES**
• May be located with other mixed-uses	**YES**

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

The subject properties do not have a Master Land Use Plan Map designation but were previously classified as Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial. In conjunction with a proposed annexation, the city of Fort Smith is proposing a designation of Office, Research and Light Industrial to accommodate an Industrial Light Special (I-1-SPL) zoning district. The Master Land Use Plan Classification of Office, Research and Light Industrial is compatible with the proposed I-1-SPL zoning district.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately ten property owners in total. Staff also met with several property owners individually to answer questions and explain the process. The Board of Directors also held a public hearing for the annexation on August 19, 2025.

STAFF RECOMMENDATIONS

Staff recommends approval.

Fort Smith Planning Commission	**Item Number:** Rezoning #21-9-25 **Hearing Date:** September 9, 2025
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: City of Fort Smith Owner: Nine unique property owners
Location Map: 	**Applicant Proposal:** Area: Highway 271/Texas Road Present Use: Commercial, Industrial, and Residential Total Tract Size: 45+- Acres Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map. Summary: Rezoning facilitating annexation
Existing Zoning: No Zoning (Formerly ETJ) **Master Land Use Plan:** No MLUPA (Formerly ETJ)	**Staff recommendation:** Approval

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #21-9-25 - A request by the City of Fort Smith for Planning Commission consideration of a zone request from not zoned (formerly Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1 SPL)) to Industrial Light Special (I-1-SPL) by classification at the following locations:

- 8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC
- 8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC
- 8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC
- 8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC

PROPOSED ZONING

Approval of the requested zoning accommodates the existing vehicle and watercraft storage facility and existing warehouses and facilitates the annexation of the property.

LOT LOCATION AND SIZE

The subject area is located on the west side of U.S. Highway 271 and east side of Texas Road as shown on Exhibit A. The tract contains an approximate area of 9.36 acres.

REQUESTED ZONING

The proposed zoning is Industrial Light Special (I-1-SPL). The special on the previous zoning, prior to the deregulations of the ETJ, was put in place by ordinance #25-06 requiring three special conditions as listed below:

- A 6’ tall opaque private fence must be installed adjacent to any properties developed for residential use.
- A 200’ long evergreen (Pine, cedar, red-tip, photinia, or similar) screening buffering shall be planted along the north boundary of the subject property, beginning 220 feet from Texas Road.
- Area and security lighting to be installed so as not to create any adverse effect to surrounding residential uses.

Characteristics of this zone are as follows:

Purpose:

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light district may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 zoning district is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

Permitted Uses:

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

Conditional Uses:

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 20,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 20,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Arterial or higher

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North	Single-family Development	RM-3, Residential Multifamily Medium Density and unclassified
East	Copher Boat Sales	(C-5), Commercial Heavy
South	Warehousing, Light Industrial and Undeveloped	Unclassified
West	Single-family Subdivision and Undeveloped	Residential Single-Family Medium/High Density (RS-3) and Not Classified

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial Classification and Texas Road as a Major Collector.

MASTER LAND USE PLAN

A companion Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial. The proposed Master Land Use classification of Office, Research and Light Industrial is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

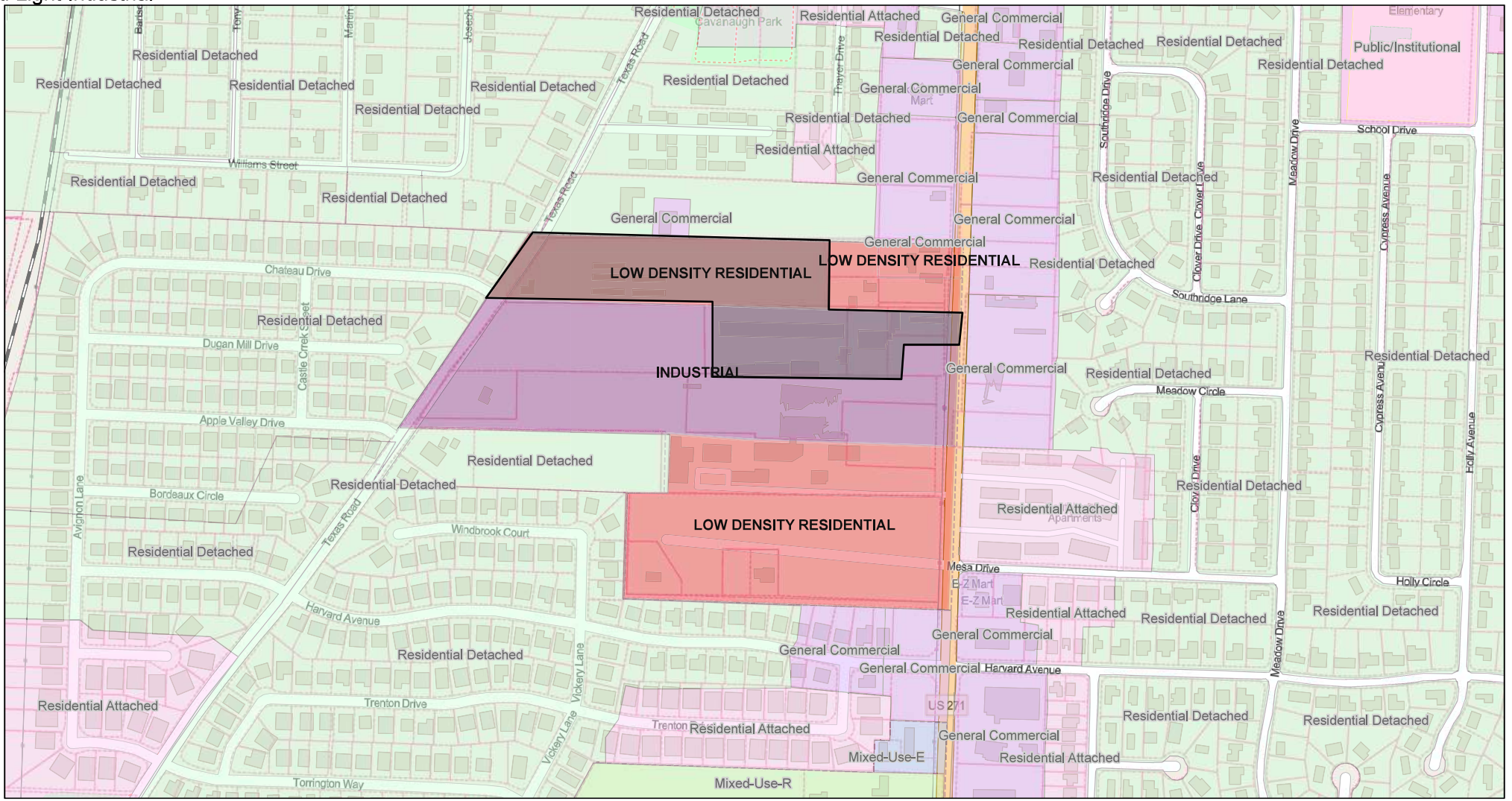
The property was previously zoned in March 2006 within the recently deregulated ETJ area with the above-mentioned conditions. Additionally, the requested I-1 zone permits the land uses to operate by right following compliance with the conditions.

STAFF RECOMMENDATIONS

Staff recommends approval with the following conditions:

1. A 6’ tall opaque private fence must be installed adjacent to any properties developed for residential use.
2. A 200’ long evergreen (Pine, cedar, red-tip, photinia, or similar) screening buffering shall be planted along the north boundary of the subject property, beginning 220 feet from Texas Road.
3. Area and security lighting to be installed so as not to create any adverse effect to surrounding residential uses.

Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments: (ORD 25-06) B.Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial



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0 0.07 0.15 0.3 km

Land Use

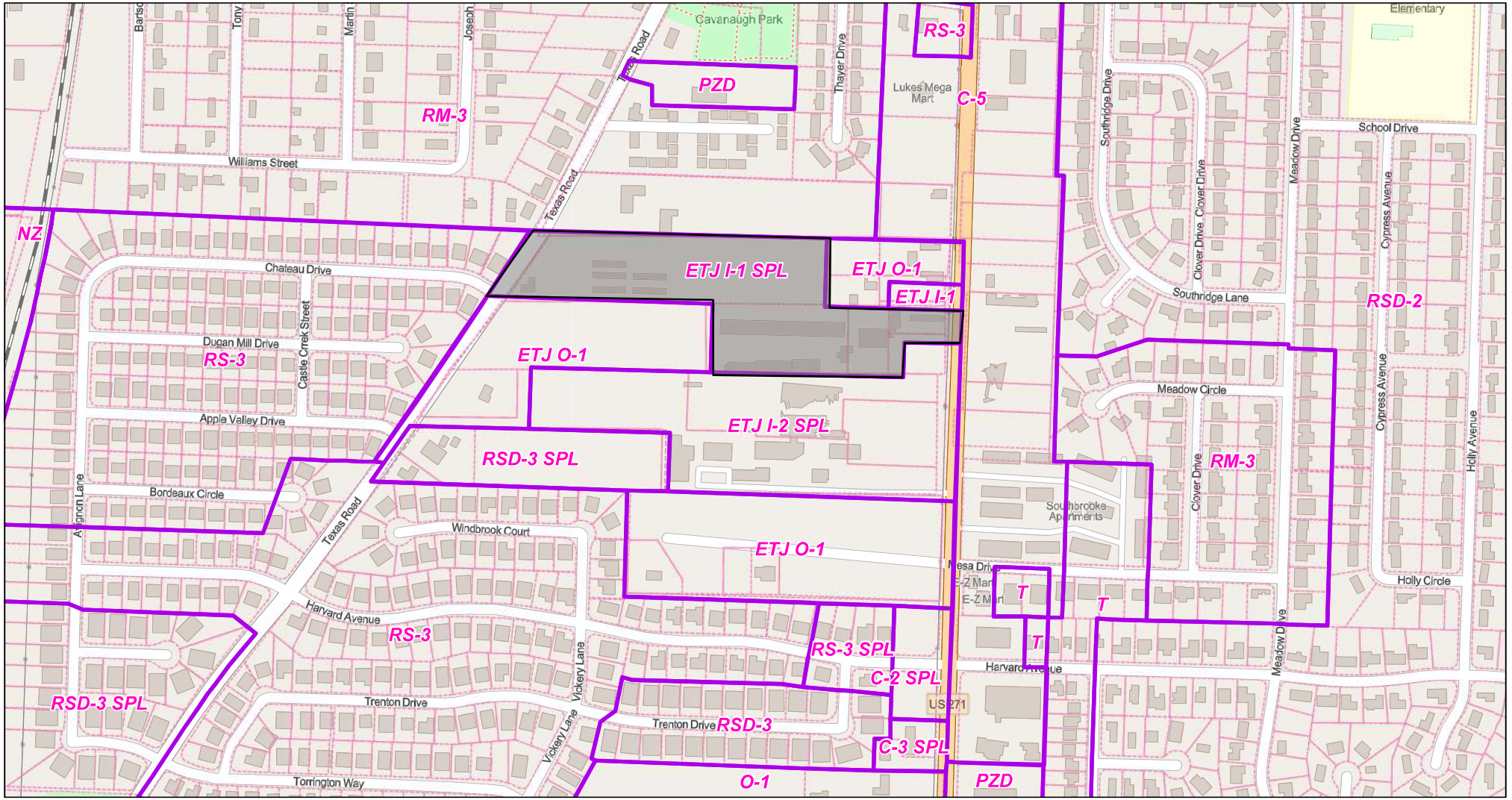
- Mixed-Use-R
- Public/Institutional
- Residential Attached
- Residential Detached
- General Commercial
- Mixed-Use-E

ETJ Land Use

- LOW DENSITY RESIDENTIAL
- INDUSTRIAL
- Parcels

Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Zoning #21-9-25 -A request by the City of Fort Smith for zoning from no zoning (formerly Extraterritorial Jurisdiction Industrial Light Special (ET J 1-1 SPL)) to Industrial Light Special (1-1 SPL) by classification



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Zoning

Parcels

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0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Exhibit A
Formerly & Proposed Master Land Use Map

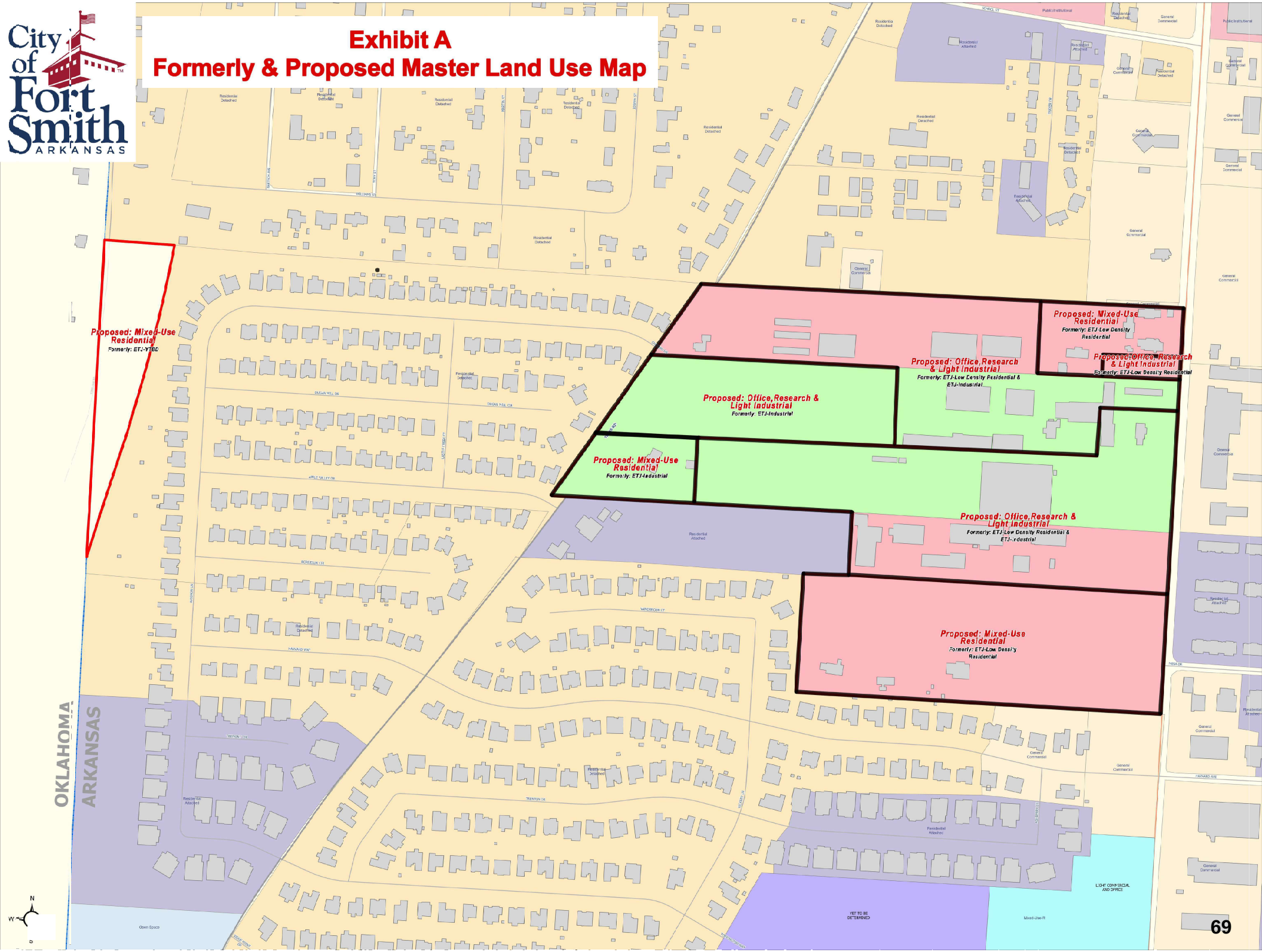
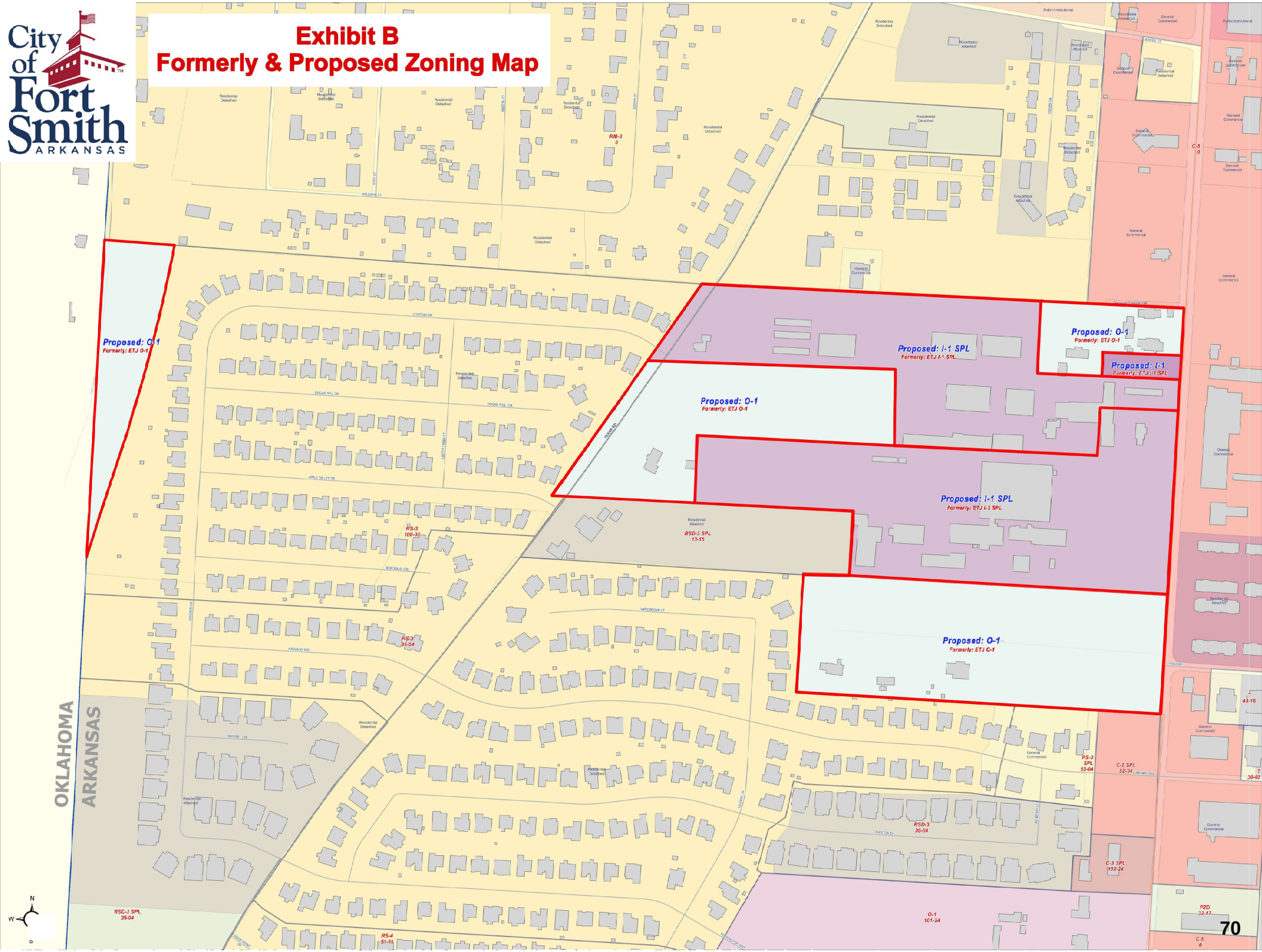


Exhibit B
Formerly & Proposed Zoning Map




Aerial
City of Fort Smith ARKANSAS
8103 Texas Rd
8121 Texas Rd
8201 Texas Rd
8022 S HWY 271
8106 S HWY 271
8104 S HWY 271
8112 S HWY 271
8115 S HWY 271
8111 S HWY 271
8114 S HWY 271
8210 S HWY 271
900 Mesa Dr
910 Mesa Dr
1007 Mesa Dr
OKLAHOMA
ARKANSAS
71

City of Fort Smith Planning & Zoning

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: October 1, 2025

SUBJECT: Master Land Use Plan Amendment No. 9-9-25 from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research, and Light Industrial, Rezoning Application No. 21-9-25 from Not (formerly Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SPL)) to Industrial Light (I-1) and Open-1 (O-1) by classification

SUMMARY

On September 9, 2025, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications. The subject properties, contain an approximate area of 13.49 acres and are located west of U.S. Highway 271 and east of Texas Road. The proposed Master Land Use Plan Amendment and rezoning are comparable to the former ETJ classifications allowing the properties to be annexed with similar zoning.

No neighboring property owners or property owners attended the Planning Commission meeting. The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map subject the following:

1. No vehicular access from Texas Road is permitted.
2. The container storage area shall be screened.

The list of property owners under consideration with this request:

- 8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC
- 8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC
- 8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC
- 8220 Highway 271 South, 60515-0003-00000-00, owned by Superior Rental Properties, LLC

Please contact me if you have any questions.

ATTACHMENTS

1. 1C-2C_Ordinance_-_ORLI_and_I-1-SPL.pdf
2. Backup #2New C.pdf

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP, REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission held a public hearing to consider request No. 9-9-25 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on September 9, 2025, that said change be made; and,

WHEREAS, the City Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan; and,

WHEREAS, the City Planning Commission held a public hearing to consider request No. 21-9-25 to rezone certain property, and, having considered said request, recommended on September 9, 2025, that said change be made.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

SECTION 1: The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Unclassified to Office, Research and Light Industrial and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

Part of the South Half of the Northeast Quarter of Section 8, Township 7 North, Range 32 West, described as follows: Beginning at a point 403.5 feet north of the Southeast Corner of said S/2 NE/4; thence West 1020 feet; thence North 207.5 feet; thence East 1020 feet; thence South 207.5 feet, except public roads, situated in Sebastian County, Arkansas

AND

Part of the South Half of the Northeast Quarter of Section 8, Township 7 North, Range 32 West, described as follows: Beginning at a point on the west right of way line of Arkansas State Highway No. 271, said point being 611 feet north of the South line of the NE/4 of Section 8, Township 7 North, Range 32 West; thence West 1488.0 feet; thence North 220.0 feet; thence East 1488 feet to the West right of way line of Arkansas State Highway No. 271; thence South along said right of way 220.3 feet to the point of beginning, containing 7.95 acres, situated in Sebastian County, Arkansas

AND

A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 7 North, Range 32 West, County of Sebastian, State of Arkansas and being more particularly described as follows, to-wit: Beginning at a point which is 831. 1 feet north of the Southeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 8; thence North 125 feet; thence West 200 feet; thence South 125 feet; thence East 200 feet to the point of beginning, subject to all easements, rights-of-way and oil and gas leases of record.

AND

Part of the South Half (S/2) of the Northeast Quarter (NE/4) of Eight Section (8), Township Seven (7) North, Range Thirty-Two (32) West, described as follows: Beginning at a point 403.5 feet North of the Southeast corner of said S/2 NE/4; thence West 1020 feet; thence North 207.5 feet; thence East 1020 feet; thence South 207.5 feet to pint of beginning. EXCEPT public roads, situated in Sebastian County, Arkansas,

more commonly known as 8210, 8214, and 8220 Highway 271 South

SECTION 2: The real property described in Section 1 is hereby zoned to Industrial Light (I-1) by classification subject to the following:

- No vehicular access from Texas Road is permitted.
- The container storage area shall be screened.

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

PASSED AND APPROVED THIS_____DAY OF _____, 2025.

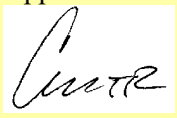
ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



_____
Publish One Time

PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
AGENDA
BLUE LION DOWNTOWN, 101 N 2ND ST
SEPTEMBER 9, 2025
5:30 P.M

Before calling the meeting to order, Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, Kelly Wilson, Griffin Hanna, Zach Ledford, Matt Marshall, Ret Taylor, Shaun McCaffrey, and David Tyler. Rod Coleman was absent.

Chairman McCaffrey called for a motion on the August 12, 2025, meeting minutes. Commissioner Marshal moved, seconded by Commissioner Taylor, to approve the minutes. The motion carried with no objections.

Maggie Rice, Deputy City Administrator, spoke on the procedures.

1A. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**
- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**

Chairman McCaffrey called for a motion on item 1A. Commissioner Hanna moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1B. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 1B. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1C. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 1C. Commissioner Taylor moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1D. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 1D. Commissioner Ledford moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1E. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

D. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential at the following properties

- **8220 South Highway 271, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC**

Chairman McCaffrey called for a motion on item 1E. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2A. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ-O-1)) to Open-1 (O-1) by classification at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**

- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2A. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2B. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1 SPL)) to Industrial Light Special (I-1-SPL)
(I-1 SPL) by classification at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2B. Commissioner Hanna moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2C. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

D. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SPL)) to Industrial Light Special (I-1-SPL).

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 2C. Commissioner Wilson moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2D. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

E. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Industrial Light (I-1) and Open-1 (O-1) by classification at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 2D. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2E. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

E. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate Special (ETJ I-2 SPL) and Extraterritorial Jurisdiction Open-1) to Industrial Light Special (I-1-SPL) and Open-1 (O-1) by classification at the following properties:

- **8220 Highway 271 South, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC**

Chairman McCaffrey called for a motion on item 2E. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

RECESS PLANNING COMMISSION
CONVENE BOARD OF ZONING ADJUSTMENT

3. Variance #24-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, from the required street access in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Chairman McCaffrey introduced items 3, 4, 5, and 6 as companion items. Ms. Bailey delivered the staff report indicating the subject property was located on the east side of Prairie Drive and south of Zero Street. She said approval of the items would allow for the existing 22,996 square foot building to be utilized as an Electrical, Plumbing, Heat & Air Conditioning (Wholesale Trade Establishment).

Mr. Jake Chavis was present to represent the items. There were none present to speak in favor or opposition of the items.

Chairman McCaffrey called for a motion on item 3. Commissioner Hanna moved, seconded by Commissioner Taylor, to approve with staff comments. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

RECESS BOARD OF ZONING ADJUSTMENT
CONVENE PLANNING COMMISSION

4. Master Land Use Plan Amendment #14-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a master land use plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Chairman McCaffrey called for a motion on item 4. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

5. Rezoning #26-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive.

Chairman McCaffrey called for a motion on item 5. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

6. Development Plan #17-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for an electrical, plumbing, heat and air conditioning (wholesale trade establishment) in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Fort Smith **Planning Commission**	**Item Number:** **MLPUA #9-9-25** **Hearing Date:** **September 9, 2025**
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: City of Fort Smith Owner: Nine unique property owners
Location Map:  	**Applicant Proposal:** Area: Highway 271/Texas Road Present Use: Commercial, Industrial, and Residential Total Tract Size: 45+- Acres Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map. Summary: MLUP amendment to accommodate proposed rezoning and annexation
Existing Zoning: No Zoning (Formerly ETJ) **Master Land Use Plan:** No MLUPA (Formerly ETJ)	**Staff recommendation:** Approval

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Master Land Use Plan Amendment #9-9-25 – A request by the City of Fort Smith for a Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- 8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC
- 8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC
- 8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC

The City of Fort Smith proposes to amend the Master Land Use Plan Map from unclassified to Office, Research and Light Industrial to accommodate an Industrial Light Special (I-1-SPL) zoning district for 6.34 acres located on the west side of U.S. Highway 271 and east side of Texas Road as shown on Exhibit A.

The subject properties are currently not zoned and were within ETJ, zoned Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SP) zoning classification. A companion zoning application requests a new Industrial Light Special (I-1-SPL) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with a rezoning application.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial Classification and Texas Road and a Major Collector.

ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

Direction	Land Use	Master Land Use Classification
North	Vehicle Storage, Warehouse, and Undeveloped	Unclassified
East	Copher Boat Sales and Multifamily Development	General Commercial
South	Single-family Development and Undeveloped	Residential Detached and Unclassified
West	Undeveloped	Not Classified

The proposed Master Land Use classification of Office, Research and Light Industrial intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

Characteristics and Use:

Criteria for Designation:	**Compliance Noted**
• Located on primary arterial or along active rail line	**YES**
• Central water and sewer with sufficient capacity	**YES**
• Sufficient land area for activities and potential expansion	**YES**
• Not located within environmentally sensitive areas, or those prone to flooding	**YES**
• May be located with other mixed-uses	**YES**

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

The subject properties do not have a Master Land Use Plan Map designation but were previously located within the Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial. In conjunction with a proposed annexation, the city of Fort Smith is proposing a designation of Office, Research and Light Industrial to accommodate an Industrial Light Special (I-1-SPL) zoning district. The Master Land Use Plan Classification of Office, Research and Light Industrial is compatible with the proposed I-1-SPL zoning district.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately ten property owners in total. Staff also met with several property owners individually to answer questions and explain the process. The Board of Directors also held a public hearing for the annexation on August 19, 2025.

STAFF RECOMMENDATIONS

Staff recommends approval.

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Master Land Use Plan Amendment #9-9-25 – A request by the City of Fort Smith for a Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential at the subject property:

- 8220 South Highway 271, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC

The City of Fort Smith proposes to amend the Master Land Use Plan Map from unclassified to Office, Research and Light Industrial and Mixed Use Residential to accommodate an Industrial Light Special (I-1-SPL) zoning district and an Open-1 zoning district for 7.15 acres located on the west side of U.S. Highway 271 and east side of Texas Road as shown on Exhibit A.

The subject property is currently not zoned but was within the ETJ, and zoned Extraterritorial Jurisdiction Industrial Moderate Special (ETJ-I-2-SPL) and Extraterritorial Jurisdiction (ETJ-O-1). A companion zoning application requests a new Industrial Light Special (I-1-SPL) and Open (O-1) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with a rezoning application.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial Classification and Texas Road as a Major Collector.

ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

Direction	Land Use	Master Land Use Classification
North	Light Manufacturing and Undeveloped	Unclassified
East	Multifamily Development	General Commercial
South	Single-family Development and Undeveloped	Residential Detached and Unclassified
West	Single-family Subdivision and Undeveloped	Residential Detached and Unclassified

The proposed Master Land Use classification of Office, Research and Light Industrial intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

Office, Research and Light Industrial Characteristics and Use:

Criteria for Designation:	**Compliance Noted**
• Located on primary arterial or along active rail line	**YES**
• Central water and sewer with sufficient capacity	**YES**
• Sufficient land area for activities and potential expansion	**YES**
• Not located within environmentally sensitive areas, or those prone to flooding	**YES**
• May be located with other mixed-uses	**YES**

The proposed Master Land Use classification of Mixed-Use Residential is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

Mixed Use Residential:

Criteria for Designation:	**Compliance Noted**
• Within redevelopment and revitalization areas transitioning out of industrial land use.	**YES**
• A planned mixed-use development (PUD), or as a complement to an existing area of mixed land use	**YES**

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

The subject property does not have a Master Land Use Plan Map designation but was formerly classified as Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial. In conjunction with a proposed annexation, the city of Fort Smith is proposing a designation of Office, Research and Light Industrial to accommodate an Industrial Light Special (I-1-SPL) zoning district and a Mixed-Use-Residential classification to accommodate the Open (O-1) zoning district. The Master Land Use Plan Classification of Office, Research and Light Industria is compatible with the proposed I-1-SPL zoning district and the Mixed-Use Residential classification is compatible with the Open-1 zoning district.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately ten property owners in total. Staff also met with several property owners individually to answer questions and explain the process. The Board of Directors also held a public hearing for the annexation on August 19, 2025.

STAFF RECOMMENDATIONS

Staff recommends approval.

Fort Smith Planning Commission	**Item Number:** Rezoning #21-9-25 **Hearing Date:** September 9, 2025
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: City of Fort Smith Owner: Nine unique property owners
Location Map: 	**Applicant Proposal:** Area: Highway 271/Texas Road Present Use: Commercial, Industrial, and Residential Total Tract Size: 45+- Acres Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map. Summary: Rezoning facilitating annexation
Existing Zoning: No Zoning (Formerly ETJ) **Master Land Use Plan:** No MLUPA (Formerly ETJ)	**Staff recommendation:** Approval

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #21-9-25 - A request by the City of Fort Smith for Planning Commission consideration of a zone request from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SPL)) to Industrial Light Special (I-1-SPL) by classification at the following locations:

- 8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC
- 8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC
- 8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC

PROPOSED ZONING

Approval of the requested zoning accommodates the existing light manufacturing facility, warehouses and existing development while facilitating the annexation of the property.

LOT LOCATION AND SIZE

The subject area is located on the west side of U.S. Highway 271 north of Mesa Drive and South of School Street as shown on Exhibit A. The tract contains an approximate area of 6.34 acres.

REQUESTED ZONING

The proposed zoning is Industrial Light Special (I-1-SPL). The special on the previous zoning of the subject properties prior to the deregulations of the ETJ was put in place by ordinance #24-06 with the conditions listed below:

- No vehicular access from Texas Road is permitted.
- The container storage area shall be screened.

Characteristics of this zone are as follows:

Purpose:

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light district may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 zoning district is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

Permitted Uses:

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

Conditional Uses:

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 20,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 20,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Arterial or higher

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North	Vehicle Storage, Warehouse, and Undeveloped	Not zoned
East	Copher Boat Sales and Multifamily Development	(C-5), Commercial Heavy
South	Single-family Development and Undeveloped	RSD-3-SPL and Not Zoned
West	Single-family Subdivision and Undeveloped	Not Classified

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial.

MASTER LAND USE PLAN

A companion Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial. The proposed Master Land Use classification of Office, Research and Light Industrial is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

The property was previously zoned in March 2006 requiring the above-mentioned conditions. Additionally, the requested I-1 zone permits the existing land uses to operate by right following compliance with the conditions.

STAFF RECOMMENDATIONS

Staff recommends approval with the following conditions:

1. No vehicular access from Texas Road is permitted.
2. The container storage area shall be screened.

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #21-9-25 - A request by the City of Fort Smith for Planning Commission consideration of a zone request from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate Special (ETJ I-2 SPL) and Extraterritorial Jurisdiction Open-1) to Industrial Light Special (I-1-SPL) and Open-1 (O-1) by classification at the following location:

- 8220 Highway 271 South, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC

PROPOSED ZONING

Approval of the requested zoning accommodates the existing light manufacturing facility, warehouses, and the western most undeveloped portion of the property while facilitating the annexation of the property.

LOT LOCATION AND SIZE

The subject area is located on the west side of U.S. Highway 271 north of Mesa Drive and South of School Street and on the east side of Texas Road as shown on Exhibit A. The tract contains an approximate area of 7.15 acres.

REQUESTED ZONING

The proposed zoning is Industrial Light Special (I-1) and Open-1 (O-1).

Characteristics of the I-1 zone are as follows:

Purpose:

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light district may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 zoning district is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

Permitted Uses:

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

Conditional Uses:

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 20,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 20,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Arterial or higher

Characteristics of the O-1 zone are as follows:

Purpose:
A zone to protect undeveloped areas from incompatible land use or other specific uses that may constitute a nuisance to the residents therein or uses that may create an endangerment to the health, safety, or general welfare of the jurisdiction's population. The Open-1 zone designation may be utilized as a zoning classification for properties until a distinct land utilization pattern is developed in keeping with the city's Master Land Use Plan and other land use policies.

Permitted Uses and Accessory Uses:

Single-family homes (Detached), Two-family homes (Duplex), Guest houses and accessory building, structure or use.

Conditional Uses:

Agricultural (not including commercial/industrial operations, e.g., commercial food lots, processing plants, sales yards); Churches, Parks (public or private), Nursing Homes, college, university, seminary, preschool, primary and secondary school, library or public arts complex, fire and rescue station, police stations, police substation, emergency response station, utility substations, and government office.

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North	Warehouse, Light Manufacturing, and Boat Storage Facilities	Not zoned
East	Multifamily Development	(C-5), Commercial Heavy
West	Undeveloped and Single-Family Residence	RSD-3-SPL and Not Zoned
South	Single-Family Residences and Undeveloped	Not zoned

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial and classifies Texas Road as a Major Collector.

MASTER LAND USE PLAN

A companion Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential has been submitted. The proposed Master Land Use classification of Office, Research and Light Industrial is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services. The proposed Mixed Use Residential classification is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

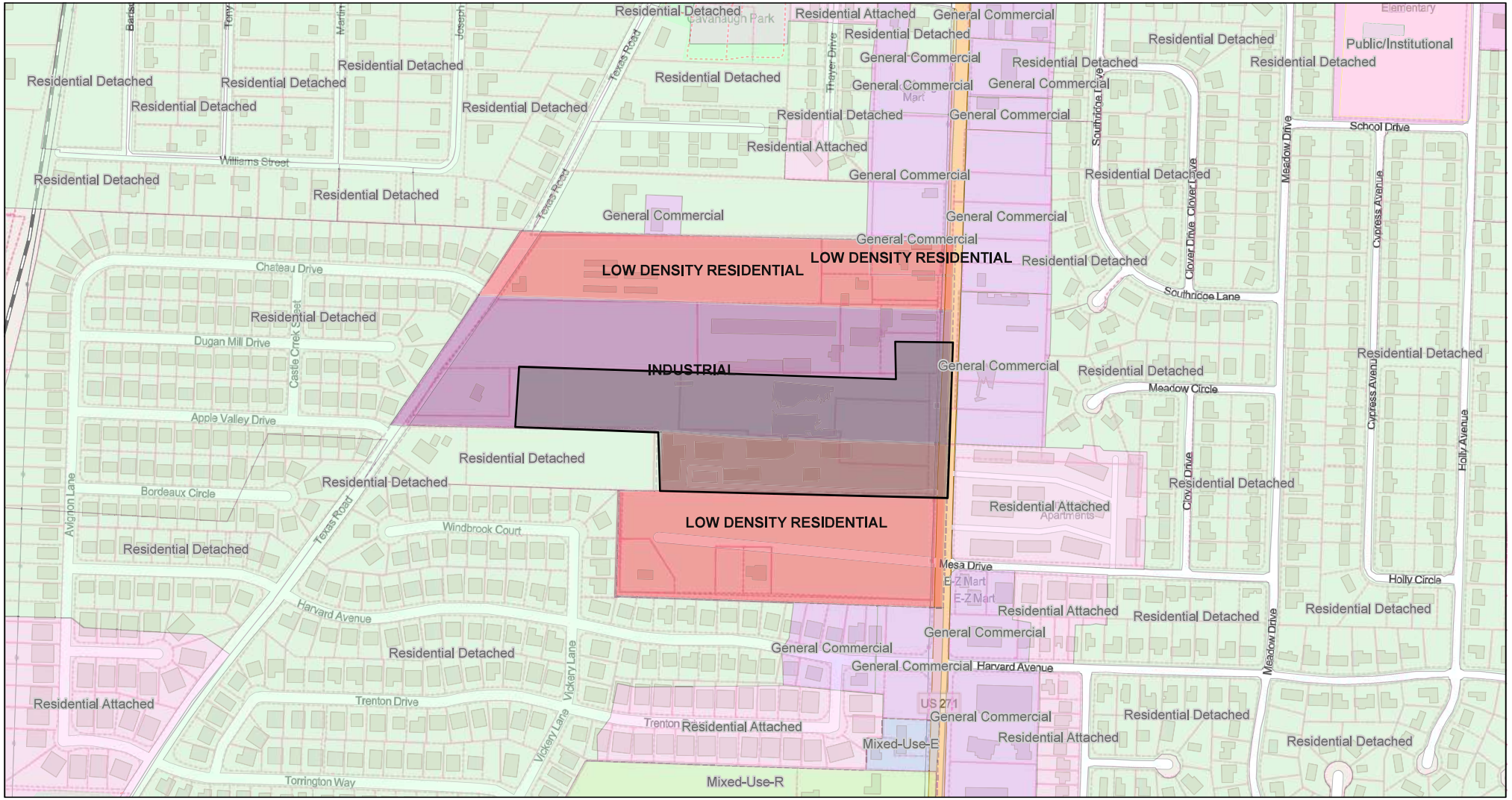
The property was zoned within the ETJ in March 2006, by Ordinance #24-06 requiring the below-mentioned conditions. Additionally, the requested I-1 zone permits the existing land uses to operate by right following compliance with the conditions.

STAFF RECOMMENDATIONS

Staff recommends approval with the following conditions:

1. No vehicular access from Texas Road is permitted.
2. The container storage area shall be screened.

Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial



9/30/2025, 3:37:42 PM

1:4,972

0 0.05 0.1 0.2 mi

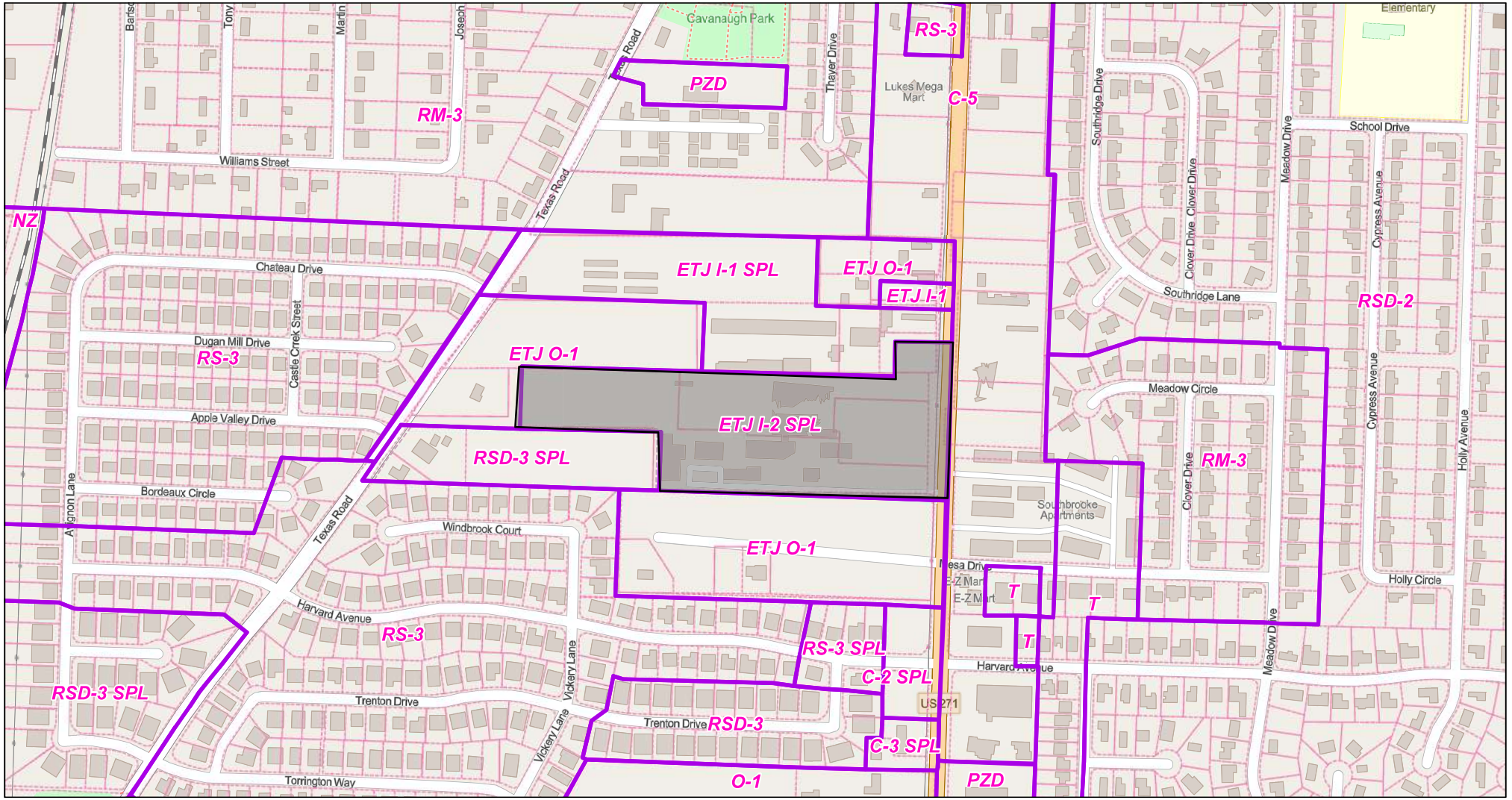
0 0.07 0.15 0.3 km

Land Use
- Mixed-Use-R
- Public/Institutional
- Residential Attached
- Residential Detached
- General Commercial
- Mixed-Use-E

ETJ Land Use
- LOW DENSITY RESIDENTIAL
- INDUSTRIAL
- Parcels

Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Zoning #21-9-25 – A request by the City of Fort Smith for the following zoning from no zoning (formerly Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SPL)) to Industrial Light Special (I-1-SPL)



9/30/2025, 3:35:18 PM

Zoning

Parcels

1:4,972

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Exhibit A
Formerly & Proposed Master Land Use Map

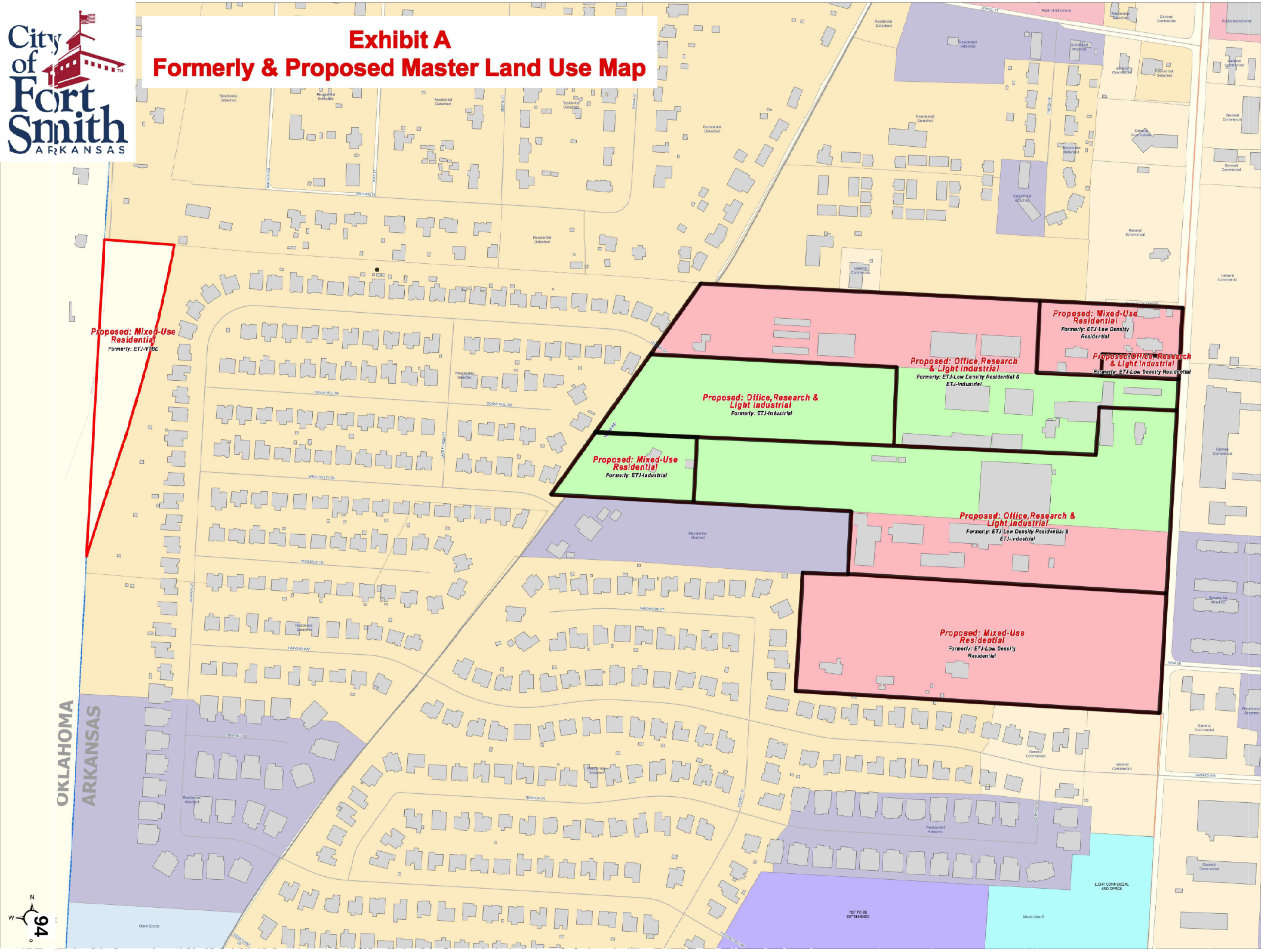
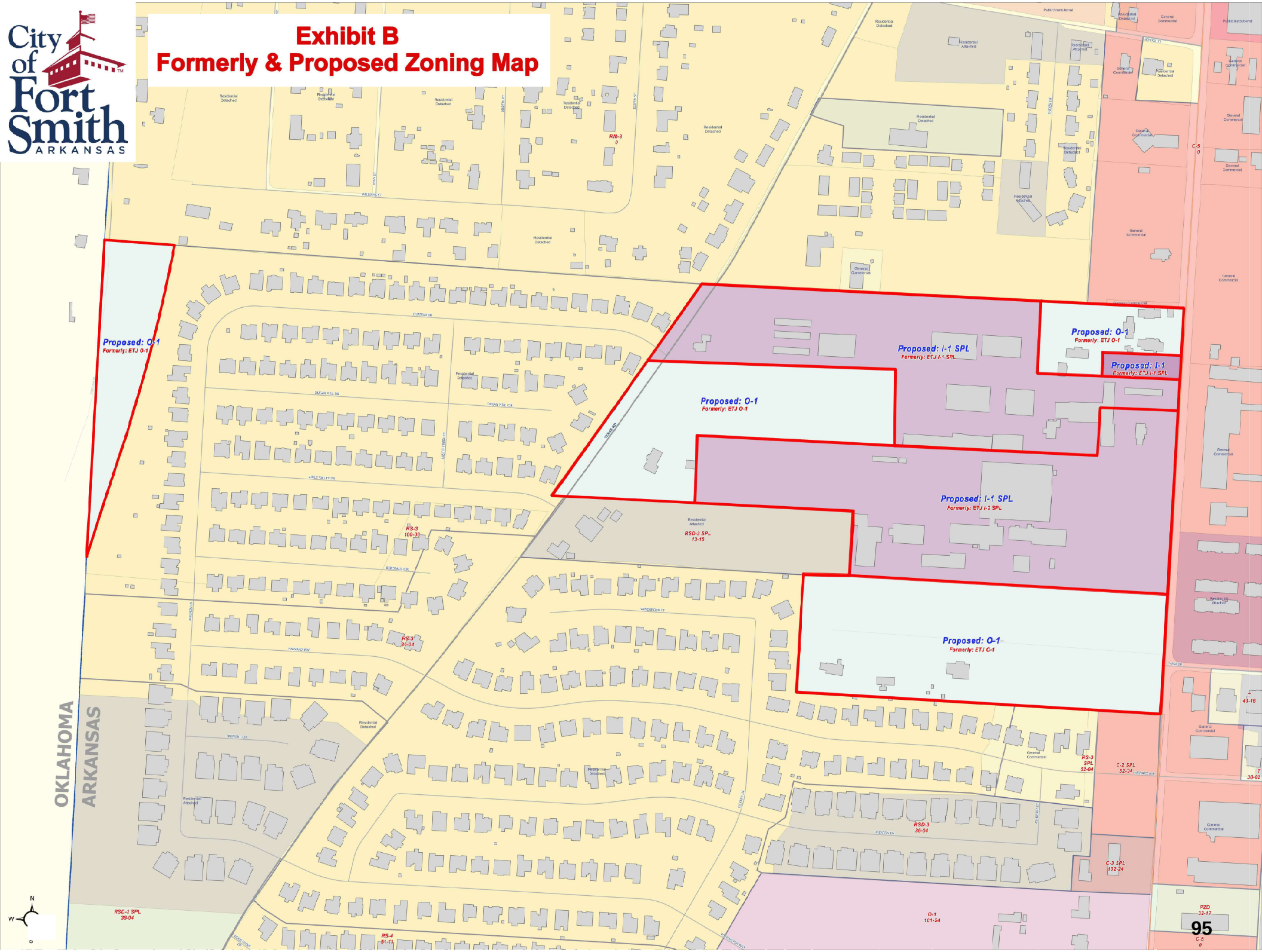


Exhibit B
Formerly & Proposed Zoning Map




Aerial
City of Fort Smith ARKANSAS
8103 Texas Rd
8022 S HWY 271
8106 S HWY 271
8104 S HWY 271
8121 Texas Rd
8112 S HWY 271
8115 S HWY 271
8111 S HWY 271
8114 S HWY 271
8201 Texas Rd
8210 S HWY 271
900 Mesa Dr
910 Mesa Dr
1007 Mesa Dr
OKLAHOMA
ARKANSAS
96

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: October 1, 2025

SUBJECT: Master Land Use Plan Amendment No. 9-9-25 from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research, and Light Industrial, Rezoning Application No. 21-9-25 from Not Zoned (formerly Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Industrial Light (I-1) and Open-1 (O-1) by classification

SUMMARY

On September 9, 2025, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications. The subject properties, contain an approximate area of 0.56 acres and are located on the west side of U.S. Highway 271, north of Mesa Drive, and south of School Street. The proposed Master Land Use Plan Amendment and rezoning are comparable to the former ETJ classifications allowing the properties to be annexed with similar zoning.

No neighboring property owners or property owners attended the Planning Commission meeting. The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map.

The properties included with this request:

- 8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC
- Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher, and located on the east side of Highway 271 South and south of 8104 Highway 271 South

ATTACHMENTS

1. 1D-2D_Ordinance_-_ORLI_and_I-1.pdf
2. Backup_1D_2D ITEM ID 2182 Updated.pdf

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP, REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission held a public hearing to consider request No. 9-9-25 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on September 9, 2025, that said change be made; and,

WHEREAS, the City Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan; and,

WHEREAS, the City Planning Commission held a public hearing to consider request No. 21-9-25 to rezone certain property, and, having considered said request, recommended on September 9, 2025, that said change be made.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

SECTION 1: The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Unclassified to Office, Research and Light Industrial and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

A part of the Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 32 West, beginning at a point 267 feet West of Southeast corner of Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of said Section, thence North 210 feet, thence West 210 feet, thence South 335 feet; thence East 210 feet; thence North to place of beginning, containing 1 ½ acres more or less and beginning at a point 1089.8 feet North of southeast corner of Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 32 West, thence West 267 feet; thence North 75 feet; thence East 267 feet; thence South 75 feet to point of beginning, EXCEPT PUBLIC ROADS.

AND

Beginning at a point 1089.8 feet North of the Southeast corner of Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 32 West, West 267 feet, thence North 75 feet, thence East 267 feet, thence South 75 feet to point of beginning, EXCEPT PUBLIC ROADS.

AND

A strip of land 16 feet wide off of the South side of the following described partial tract of land to-wit: One and 3/4 acres of the East and of the following tract commencing at the SE corner of the NE 1/4 of said Section 8, Township 7 North, Range 32 West; thence North 1073.8 feet to the place of beginning; thence West 1709.2 feet to the East line of the Texas Road; thence Northeasterly along the East line of the Texas Road to the North line of the South Half (S ½) of the NE 1/4 of said Section 8; thence East to the East line of NE 1/4 of said Section; thence South to the place of beginning, being a part of the S ½ of the NE 1/4 of said Section 8, Township 7 North, Range 32 West. (This being the same lands conveyed to U.S. Heathcock by Zackie Clement and Esther Clement by Warranty Deed dated April 4, 1939, and recorded in Record Book 91 at Page 7 of the Official Records of Sebastian County, Arkansas,

more commonly known as 8104 Highway 271 South.

SECTION 2: The real property described in Section 1 is hereby zoned to Industrial Light.

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

PASSED AND APPROVED THIS_____DAY OF _____, 2025.

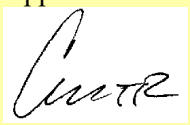
ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



_____
Publish One Time

PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
AGENDA
BLUE LION DOWNTOWN, 101 N 2ND ST
SEPTEMBER 9, 2025
5:30 P.M

Before calling the meeting to order, Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, Kelly Wilson, Griffin Hanna, Zach Ledford, Matt Marshall, Ret Taylor, Shaun McCaffrey, and David Tyler. Rod Coleman was absent.

Chairman McCaffrey called for a motion on the August 12, 2025, meeting minutes. Commissioner Marshal moved, seconded by Commissioner Taylor, to approve the minutes. The motion carried with no objections.

Maggie Rice, Deputy City Administrator, spoke on the procedures.

1A. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**
- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**

Chairman McCaffrey called for a motion on item 1A. Commissioner Hanna moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1B. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 1B. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1C. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 1C. Commissioner Taylor moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1D. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 1D. Commissioner Ledford moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1E. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

D. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential at the following properties

- **8220 South Highway 271, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC**

Chairman McCaffrey called for a motion on item 1E. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2A. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ-O-1)) to Open-1 (O-1) by classification at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**

- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2A. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2B. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1 SPL)) to Industrial Light Special (I-1-SPL)
(I-1 SPL) by classification at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2B. Commissioner Hanna moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2C. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

D. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SPL)) to Industrial Light Special (I-1-SPL).

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 2C. Commissioner Wilson moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2D. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

E. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Industrial Light (I-1) and Open-1 (O-1) by classification at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 2D. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2E. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

E. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate Special (ETJ I-2 SPL) and Extraterritorial Jurisdiction Open-1) to Industrial Light Special (I-1-SPL) and Open-1 (O-1) by classification at the following properties:

- **8220 Highway 271 South, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC**

Chairman McCaffrey called for a motion on item 2E. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

RECESS PLANNING COMMISSION
CONVENE BOARD OF ZONING ADJUSTMENT

3. Variance #24-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, from the required street access in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Chairman McCaffrey introduced items 3, 4, 5, and 6 as companion items. Ms. Bailey delivered the staff report indicating the subject property was located on the east side of Prairie Drive and south of Zero Street. She said approval of the items would allow for the existing 22,996 square foot building to be utilized as an Electrical, Plumbing, Heat & Air Conditioning (Wholesale Trade Establishment).

Mr. Jake Chavis was present to represent the items. There were none present to speak in favor or opposition of the items.

Chairman McCaffrey called for a motion on item 3. Commissioner Hanna moved, seconded by Commissioner Taylor, to approve with staff comments. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

RECESS BOARD OF ZONING ADJUSTMENT
CONVENE PLANNING COMMISSION

4. Master Land Use Plan Amendment #14-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a master land use plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Chairman McCaffrey called for a motion on item 4. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

5. Rezoning #26-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive.

Chairman McCaffrey called for a motion on item 5. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

6. Development Plan #17-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for an electrical, plumbing, heat and air conditioning (wholesale trade establishment) in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Fort Smith Planning Commission	**Item Number:** MLPUA #9-9-25 **Hearing Date:** September 9, 2025
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: City of Fort Smith Owner: Nine unique property owners
Location Map: 	**Applicant Proposal:** Area: Highway 271/Texas Road Present Use: Commercial, Industrial, and Residential Total Tract Size: 45+- Acres Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map. Summary: MLUP amendment to accommodate proposed rezoning and annexation
Existing Zoning: No Zoning (Formerly ETJ) **Master Land Use Plan:** No MLUPA (Formerly ETJ)	**Staff recommendation:** Approval

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Master Land Use Plan Amendment #9-9-25 – A request by the City of Fort Smith for a Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- 8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC
- Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South

The City of Fort Smith proposes to amend the Master Land Use Plan Map from unclassified to Office, Research and Light Industrial to accommodate an Industrial Light (I-1) and Open-1 (O-1) zoning district for 0.56 acres located on the west side of U.S. Highway 271 as shown on Exhibit A.

The subject properties are currently not zoned and were within the ETJ, zoned Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1). A companion zoning application requests a new Industrial Light (I-1) and Open-1 zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with a rezoning application.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial.

ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

Direction	Land Use	Master Land Use Classification
North and West	Multifamily Development	Unclassified
East	Copher Boat Sales	General Commercial
South	Warehouse, Vehicle and Watercraft Storage	Unclassified

The proposed Master Land Use classification of Office, Research and Light Industrial intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

Characteristics and Use:

Criteria for Designation:	Compliance Noted
• Located on primary arterial or along active rail line	**YES**
• Central water and sewer with sufficient capacity	**YES**
• Sufficient land area for activities and potential expansion	**YES**
• Not located within environmentally sensitive areas, or those prone to flooding	**YES**
• May be located with other mixed-uses	**YES**

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

The subject properties do not have a Master Land Use Plan Map designation but were previously classified as formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial. In conjunction with a proposed annexation, the city of Fort Smith is proposing a designation of Office, Research and Light Industrial to accommodate an Industrial Light (I-1) zoning district. The Master Land Use Plan Classification of Office, Research and Light Industrial is compatible with the proposed I-1 zoning district.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately ten property owners in total. Staff also met with several property owners individually to answer questions and explain the process. The Board of Directors also held a public hearing for the annexation on August 19, 2025.

STAFF RECOMMENDATIONS

Staff recommends approval.

Fort Smith **Planning Commission**	**Item Number:** **Rezoning #21-9-25** **Hearing Date:** **September 9, 2025**
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: City of Fort Smith Owner: Nine unique property owners
Location Map:  	**Applicant Proposal:** Area: Highway 271/Texas Road Present Use: Commercial, Industrial, and Residential Total Tract Size: 45+- Acres Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map. Summary: Rezoning facilitating annexation
Existing Zoning: No Zoning (Formerly ETJ) **Master Land Use Plan:** No MLUPA (Formerly ETJ)	**Staff recommendation:** Approval

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #21-9-25 - A request by the City of Fort Smith for Planning Commission consideration of a zone request from not zoned (formerly Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Industrial Light (I-1) and Open-1 (O-1) by classification at the following locations:

- 8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC
- Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South

PROPOSED ZONING

Approval of the requested zoning accommodates the existing auto impoundment holding yard while facilitating the annexation of the property.

LOT LOCATION AND SIZE

The subject area is located on the west side of U.S. Highway 271 north of Mesa Drive and South of School Street as shown on Exhibit A. The tract contains an approximate area of 0.56 acres.

REQUESTED ZONING

The proposed zoning is Industrial Light (I-1) and Open-1 (O-1).

Characteristics of the I-1 zone are as follows:

Purpose:

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light district may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 zoning district is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

Permitted Uses:

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

Conditional Uses:

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 20,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 20,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Arterial or higher

Characteristics of the O-1 zone are as follows:

Purpose:
A zone to protect undeveloped areas from incompatible land use or other specific uses that may constitute a nuisance to the residents therein or uses that may create an endangerment to the health, safety, or general welfare of the jurisdiction's population. The Open-1 zone designation may be utilized as a zoning classification for properties until a distinct land utilization pattern is developed in keeping with the city's Master Land Use Plan and other land use policies.

Permitted Uses and Accessory Uses:

Single-family homes (Detached), Two-family homes (Duplex), Guest houses and accessory building, structure or use.

Conditional Uses:

Agricultural (not including commercial/industrial operations, e.g., commercial food lots, processing plants, sales yards); Churches, Parks (public or private), Nursing Homes, college, university, seminary, preschool, primary and secondary school, library or public arts complex, fire and rescue station, police stations, police substation, emergency response station, utility substations, and government office.

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North and West	Multifamily Development	Not zoned
East	Copher Boat Sales	(C-5), Commercial Heavy
South	Vehicle and Boat Storage Facility and Warehouse	Not zoned

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial.

MASTER LAND USE PLAN

A companion Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial. The proposed Master Land Use classification of Office, Research and Light Industrial is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

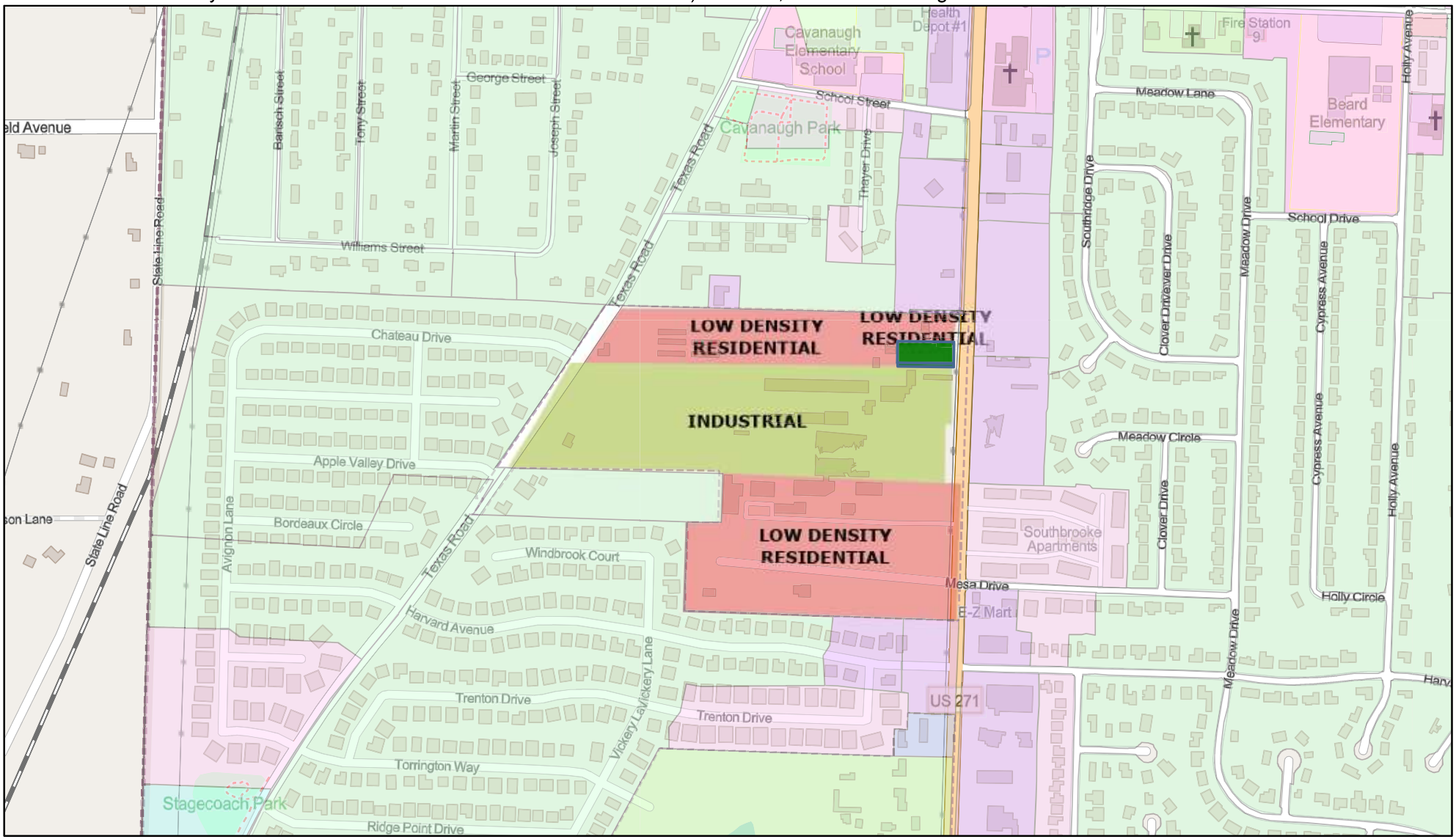
STAFF COMMENTS

The property was zoned ETJ-I-1 in November 2006 by Ordinance #102-06, within the recently deregulated ETJ area. The proposed zone corresponds with the existing zoning on the property.

STAFF RECOMMENDATIONS

Staff recommends approval.

Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial



8/22/2025, 2:20:47 PM

Land Use

- Mixed-Use-R
- Open Space
- Public/Institutional
- Residential Attached
- Residential Detached
- Commercial Neighborhood
- General Commercial
- Mixed-Use-E

ETJ Land Use

- LOW DENSITY RESIDENTIAL
- INDUSTRIAL

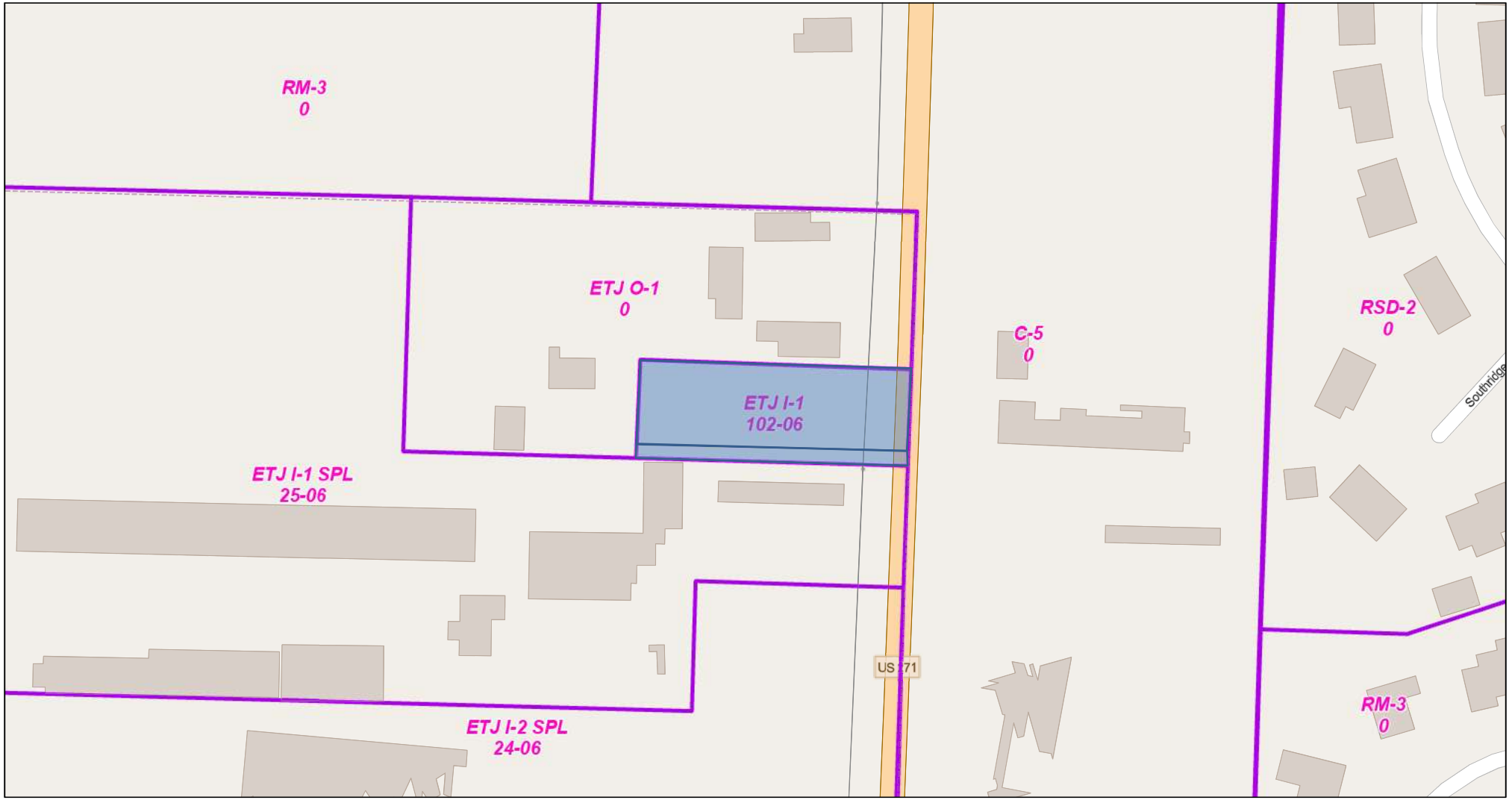
1:8,262

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

City Planning, Fort Smith GIS staff, Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Zoning #21-9-25 – A request by the City of Fort Smith for zoning from no zoning (formerly Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Industrial Light (I-1) and Open-1 (O-1) by classification



8/21/2025, 10:46:44 AM

Zoning

1:1,348

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

Fort Smith Police Department, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Exhibit A
Formerly & Proposed Master Land Use Map

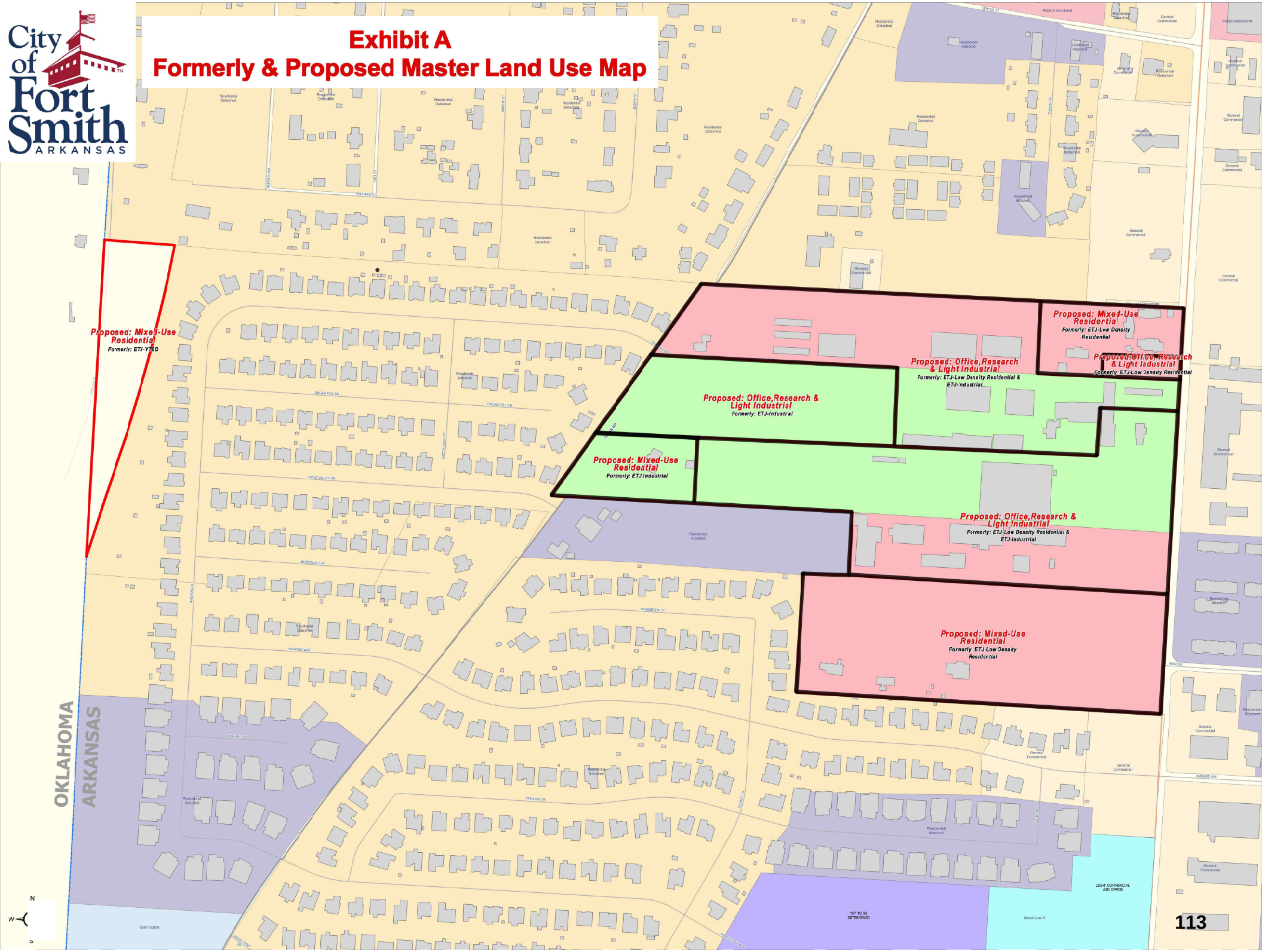
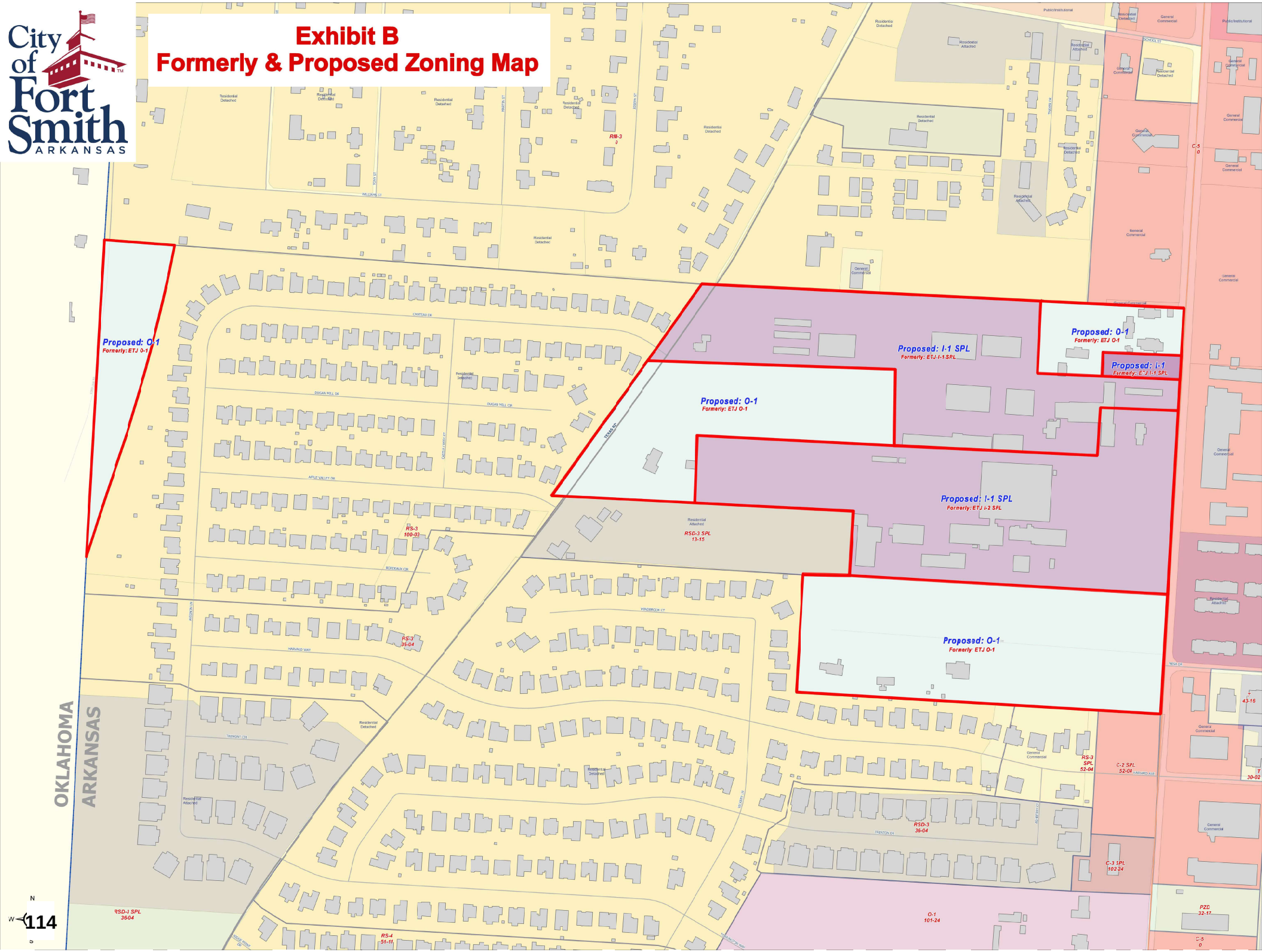


Exhibit B
Formerly & Proposed Zoning Map



City of Fort Smith ARKANSAS

Aerial



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: October 1, 2025

SUBJECT: Master Land Use Plan Amendment No. 9-9-25 from unclassified (formerly Extraterritorial Jurisdiction Industrial) to Office, Research, and Light Industrial, Rezoning Application No. 21-9-25 from Not Zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Open-1 (O-1) by classification

SUMMARY

On September 9, 2025, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications. The subject property contains an approximate area of five (5) acres and is located on the east side of Texas Road. The proposed Master Land Use Plan Amendment and rezoning are comparable to the formerly ETJ classifications allowing the properties to be annexed with compatible zoning.

No neighboring property owners or property owners attended the Planning Commission meeting. The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map.

The property included with this request:

- 8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC

ATTACHMENTS

1. Copher_Land__ORLI_and_O-1_-_Ordinance_-.pdf
2. Backup E New Cophers.pdf

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP, REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission held a public hearing to consider request No. 9-9-25 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on September 9, 2025, that said change be made; and,

WHEREAS, the City Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan; and,

WHEREAS, the City Planning Commission held a public hearing to consider request No. 21-9-25 to rezone certain property, and, having considered said request, recommended on September 9, 2025, that said change be made.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

SECTION 1: The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Unclassified to Office, Research and Light Industrial and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

A part of the South half of the Northeast Quarter of Section 8 Township 7 North Range 32 west, Sebastian County, Arkansas. as follows:

Beginning at a point which is 831.3 feet North and 889.4 feet West of the Southeast corner of said Northeast Quarter, thence North 242.5 feet, thence West 820 feet, more or less to the property line of the Texas Road, thence Southwesterly along said Texas Road 280 feet, more or less to the place of beginning, containing 5 acres more or less, except public roads,

more commonly known as 8121 Texas Road.

SECTION 2: The real property described in Section 1 is hereby zoned to Open-1 (O-1).

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

PASSED AND APPROVED THIS_____DAY OF _____, 2025.

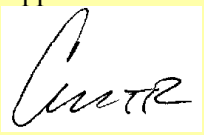
ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



_____
Publish One Time

PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
AGENDA
BLUE LION DOWNTOWN, 101 N 2ND ST
SEPTEMBER 9, 2025
5:30 P.M

Before calling the meeting to order, Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, Kelly Wilson, Griffin Hanna, Zach Ledford, Matt Marshall, Ret Taylor, Shaun McCaffrey, and David Tyler. Rod Coleman was absent.

Chairman McCaffrey called for a motion on the August 12, 2025, meeting minutes. Commissioner Marshal moved, seconded by Commissioner Taylor, to approve the minutes. The motion carried with no objections.

Maggie Rice, Deputy City Administrator, spoke on the procedures.

1A. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**
- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**

Chairman McCaffrey called for a motion on item 1A. Commissioner Hanna moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1B. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

A. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 1B. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1C. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 1C. Commissioner Taylor moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1D. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

B. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 1D. Commissioner Ledford moved, seconded by Commissioner Marshall, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

1E. Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith for the following Master Land Use Plan Amendments:

D. Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial and Mixed Use Residential at the following properties

- **8220 South Highway 271, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC**

Chairman McCaffrey called for a motion on item 1E. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2A. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ-O-1)) to Open-1 (O-1) by classification at the following properties:

- **Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue**
- **8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC**
- **Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South**
- **8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.**

- **8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC**
- **Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.**
- **1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson**
- **910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson**
- **900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett**
- **8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2A. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2B. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

C. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1 SPL)) to Industrial Light Special (I-1-SPL)
(I-1 SPL) by classification at the following properties:

- **8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC**
- **8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC**
- **8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC**
- **8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC**

Chairman McCaffrey called for a motion on item 2B. Commissioner Hanna moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2C. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

D. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate (ETJ I-2-SPL)) to Industrial Light Special (I-1-SPL).

- **8210 Highway 271 South, Parcel 60515-0002-00000-00, owned by R & R Highway 217, LLC**
- **8210 Highway 271 South, Parcel 60515-0001-00000-00, owned by Superior Rental Properties, LLC**
- **8114 Highway 271 South, Parcel 60001-0000-05612-00, owned by R & R Highway 217, LLC**

Chairman McCaffrey called for a motion on item 2C. Commissioner Wilson moved, seconded by Commissioner Tyler, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2D. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

E. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Light (ETJ I-1) and Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Industrial Light (I-1) and Open-1 (O-1) by classification at the following properties:

- **8104 Highway 271 South, Parcel 60001-0000-05597-00, owned by Copher Bm Properties, LLC**
- **Parcel 60001-0000-05596-00, owned by Bill, Vicky & Justin Copher and located on the east side of Highway 271 South of 8104 Highway 271 South**

Chairman McCaffrey called for a motion on item 2D. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

2E. Zoning #21-9-25 – A request by the City of Fort Smith for the following zone changes:

E. Zoning from not zoned (formerly Extraterritorial Jurisdiction Industrial Moderate Special (ETJ I-2 SPL) and Extraterritorial Jurisdiction Open-1) to Industrial Light Special (I-1-SPL) and Open-1 (O-1) by classification at the following properties:

- **8220 Highway 271 South, Parcel 60515-0003-00000-00, owned by Superior Rental Properties, LLC**

Chairman McCaffrey called for a motion on item 2E. Commissioner Wilson moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

RECESS PLANNING COMMISSION
CONVENE BOARD OF ZONING ADJUSTMENT

3. Variance #24-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, from the required street access in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Chairman McCaffrey introduced items 3, 4, 5, and 6 as companion items. Ms. Bailey delivered the staff report indicating the subject property was located on the east side of Prairie Drive and south of Zero Street. She said approval of the items would allow for the existing 22,996 square foot building to be utilized as an Electrical, Plumbing, Heat & Air Conditioning (Wholesale Trade Establishment).

Mr. Jake Chavis was present to represent the items. There were none present to speak in favor or opposition of the items.

Chairman McCaffrey called for a motion on item 3. Commissioner Hanna moved, seconded by Commissioner Taylor, to approve with staff comments. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

RECESS BOARD OF ZONING ADJUSTMENT
CONVENE PLANNING COMMISSION

4. Master Land Use Plan Amendment #14-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a master land use plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Chairman McCaffrey called for a motion on item 4. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

5. Rezoning #26-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive.

Chairman McCaffrey called for a motion on item 5. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

6. Development Plan #17-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for an electrical, plumbing, heat and air conditioning (wholesale trade establishment) in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

Fort Smith
Planning Commission

Item Number: MLPUA #9-9-25

Hearing Date: September 9, 2025

Report Prepared by:

Planning Staff

Owner and Applicant Information:

Applicant: City of Fort Smith

Owner: Nine unique property owners

Location Map:



Applicant Proposal:

Area: Highway 271/Texas Road

Present Use: Commercial, Industrial, and Residential

Total Tract Size: 45+- Acres

Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map.

Summary: MLUP amendment to accommodate proposed rezoning and annexation

Existing Zoning:

No Zoning (Formerly ETJ)

Master Land Use Plan:

No MLUPA (Formerly ETJ)

Staff recommendation:

Approval

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Master Land Use Plan Amendment #9-9-25 – A request by the City of Fort Smith for a Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial at the following properties:

- 8103 Texas Road, Parcel 60001-0000-05603-00, owned by Copher Bm Properties, LLC
- 8116 Highway 271 South, Parcel 60001-0000-05604-01, owned by Copher Land Management, LLC
- 8111 Highway 271 South, Parcel 60001-0000-05611-00, owned by Copher Land Management, LLC
- 8112 Highway 271 South, Parcel 60001-0000-05604-00, owned by Copher Land Management, LLC
- 8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC

The City of Fort Smith proposes to amend the Master Land Use Plan Map from unclassified to Office, Research and Light Industrial to accommodate an Industrial Light Special (I-1-SPL) zoning district for 14.36 acres located on the west side of U.S. Highway 271 and east side of Texas Road as shown on Exhibit A.

The subject properties are currently not zoned and were within the ETJ, zoned Extraterritorial Jurisdiction Industrial Light Special (ETJ I-1 SPL). A companion zoning application requests a new Industrial Light Special (I-1-SPL) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with a rezoning application.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial Classification and Texas Road and a Major Collector.

ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

Direction	Land Use	Master Land Use Classification
North	Single-family Development	Residential Detached and General Commercial
East	Copher Boat Sales	General Commercial
South	Warehousing, Light Industrial and Undeveloped	Unclassified

West	Single-family Subdivision and Undeveloped	Residential Detached and Not Classified

The proposed Master Land Use classification of Office, Research and Light Industrial intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

Characteristics and Use:

Criteria for Designation:	**Compliance Noted**
• Located on primary arterial or along active rail line	**YES**
• Central water and sewer with sufficient capacity	**YES**
• Sufficient land area for activities and potential expansion	**YES**
• Not located within environmentally sensitive areas, or those prone to flooding	**YES**
• May be located with other mixed-uses	**YES**

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

The subject properties do not have a Master Land Use Plan Map designation but were previously classified as Extraterritorial Jurisdiction Low Density Residential and Extraterritorial Jurisdiction Industrial. In conjunction with a proposed annexation, the city of Fort Smith is proposing a designation of Office, Research and Light Industrial to accommodate an Industrial Light Special (I-1-SPL) zoning district. The Master Land Use Plan Classification of Office, Research and Light Industrial is compatible with the proposed I-1-SPL zoning district.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately ten property owners in total. Staff also met with several property owners individually to answer questions and explain the process. The Board of Directors also held a public hearing for the annexation on August 19, 2025.

STAFF RECOMMENDATIONS

Staff recommends approval.

Fort Smith Planning Commission	**Item Number:** Rezoning #21-9-25 **Hearing Date:** September 9, 2025
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: City of Fort Smith Owner: Nine unique property owners
Location Map: 	**Applicant Proposal:** Area: Highway 271/Texas Road Present Use: Commercial, Industrial, and Residential Total Tract Size: 45+- Acres Location: Hwy 271/Texas Road/Mesa Drive and State Line Road as shown on the map. Summary: Rezoning facilitating annexation
Existing Zoning: No Zoning (Formerly ETJ) **Master Land Use Plan:** No MLUPA (Formerly ETJ)	**Staff recommendation:** Approval

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #21-9-25 - A request by the City of Fort Smith for Planning Commission consideration of a zone request from not zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ-O-1)) to Open-1 by classification at the following locations:

- Parcel 60001-0000-05615-00, owned by Brian & Tonyia Rank and located on the east side of State Line Road and south of Standfield Avenue
- 8022 Highway 271 South, Parcel 60001-0000-05613-02, owned by Eliad Properties, LLC
- Parcel 60001-0000-05613-01, owned by Bobby V. & Shelva Goodwin and located behind 8022 Highway 271 South
- 8106 Highway 271 South, Parcel 60001-0000-05610-00, owned by Robert J. Allen, Sr.
- 8201 Texas Road, Parcel 60001-0000-05602-01, owned by Superior Rental Properties, LLC
- Parcel 60001-0000-05613-00, owned by Byra Patterson & Linda Porter and located on the west side of Highway 271 South and west side of Highway 271 South and Mesa Drive intersection.
- 1002 Mesa Drive, Parcel 60001-0000-05609-00, owned by Byra Patterson
- 910 Mesa Drive, Parcel 60001-0000-05607-00, owned by Byra Patterson
- 900 Mesa Drive, Parcel 60001-0000-05608-00, owned by Linda Gossett
- 8121 Texas Road, Parcel 60001-0000-05601-00, owned by Copher Land Management, LLC

PROPOSED ZONING

Approval will place a new Open-1 (O-1) zoning on the properties listed above similar to the previous ETJ-O-1 zoning and support the proposed annexation.

LOT LOCATION AND SIZE

The subject area is located on the west side of U.S. Highway 271 and east side of Texas Road, and located on State Line Road as shown on Exhibit A. The tract contains an approximate area of 20.31 acres.

REQUESTED ZONING

The proposed zoning is Open-1 (O-1). Characteristics of this zone are as follows:

Purpose:
A zone to protect undeveloped areas from incompatible land use or other specific uses that may constitute a nuisance to the residents therein or uses that may create an endangerment to the health, safety, or general welfare of the jurisdiction's population. The Open-1 zone designation may be utilized as a zoning classification for properties until a distinct land utilization pattern is developed in keeping with the city's Master Land Use Plan and other land use policies.

Permitted Uses and Accessory Uses:

Single-family homes (Detached), Two-family homes (Duplex), Guest houses and accessory building, structure or use.

Conditional Uses:

Agricultural (not including commercial/industrial operations, e.g., commercial food lots, processing plants, sales yards); Churches, Parks (public or private), Nursing Homes, college, university, seminary, preschool, primary and secondary school, library or public arts complex, fire and rescue station, police stations, police substation, emergency response station, utility substations, and government office.

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North	Single-family Development	RM-3, Residential Multifamily Medium Density and (C-5), Commercial Heavy
East	Copher Boat Sales and Multifamily Development	(C-5), Commercial Heavy
South	Single-family Subdivisions and Undeveloped	Residential Single-Family Medium/High Density **(**RS-3) and C-2-SPL Commercial Light Special
West	Single-family Subdivision and Arkansas and Oklahoma State Border	Residential Single-Family Medium/High Density **(**RS-3)

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies U.S. Hwy 271 as a Major Arterial Classification, Texas Road and a Major Collector, and Sate Line Road is unclassified.

MASTER LAND USE PLAN

A companion Master Land Use Plan Amendment from unclassified (formerly Extraterritorial Jurisdiction Yet To Be Determined, Extraterritorial Jurisdiction Low Density Residential, and Extraterritorial Jurisdiction Industrial) to Mixed-Use Residential. The Mixed-Use Residential classification is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

NEIGHBORHOOD MEETING

Two neighborhood meetings were held on September 3, 2025, at 5:00 P.M. and September 4, 2025, at 4:00 p.m. at 1025 School Street, Cavanaugh Elementary School Tornado Shelter. Five (5) neighboring property owners attended the meeting with questions regarding the zoning process and expressed support for the request.

STAFF COMMENTS

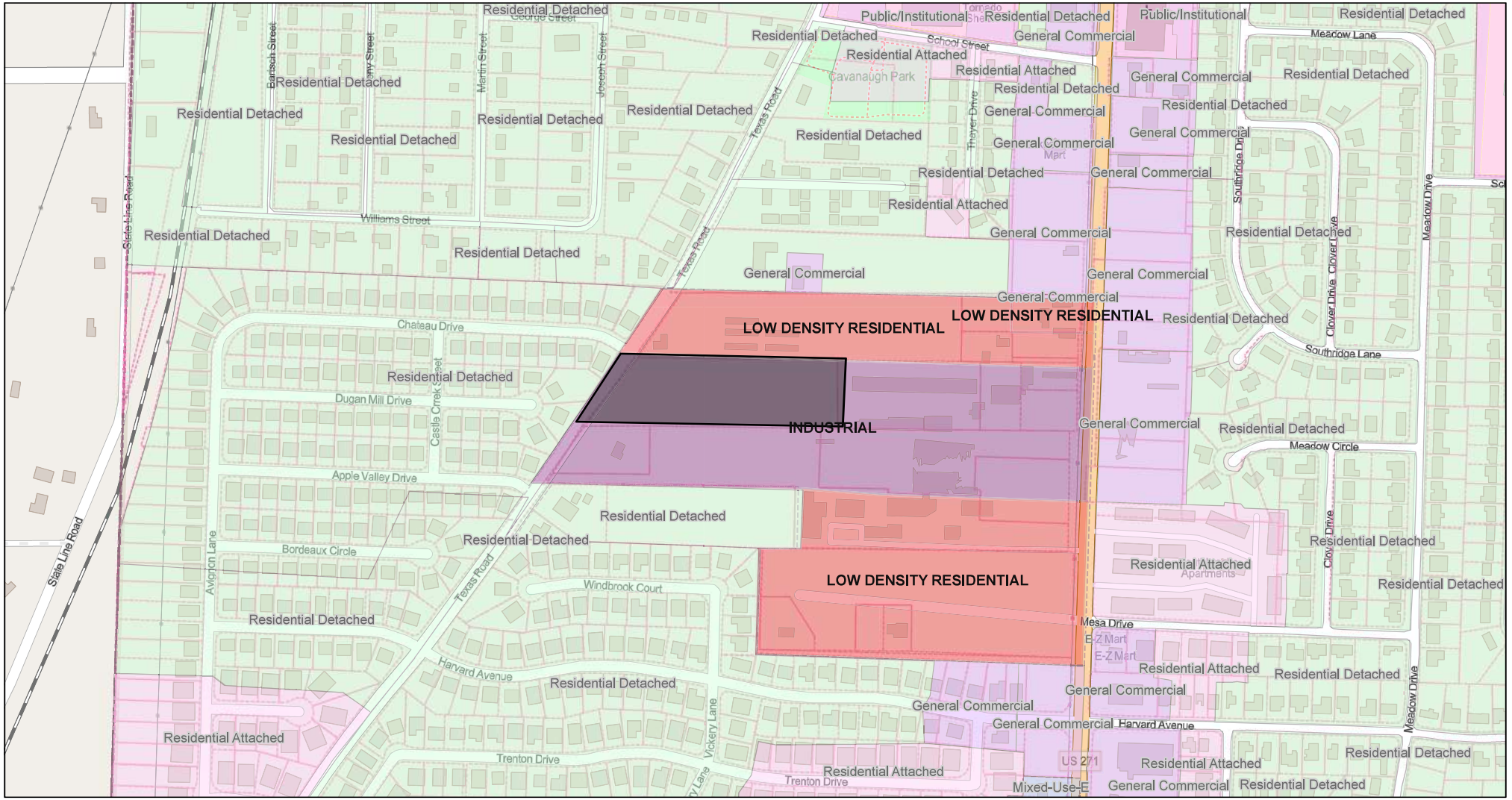
The Open-1 zone designation may be utilized as a zoning classification for properties until a distinct land utilization pattern is developed in keeping with the city's Master Land Use Plan and other land use policies. The Open-1 zoning will serve as a zone designation for properties until a development is proposed that does not comply with the permitted, conditional and accessory uses outlined in the O-1 district. Additionally, there shall be no new Open-1 zones created unless a property is subsequently annexed.

City staff hosted two public input sessions for property owners within the area proposed for annexation. The two meetings were attended by approximately ten property owners in total. Staff also met with several property owners individually to answer questions and explain the process.

STAFF RECOMMENDATIONS

Staff recommends approval.

Master Land Use Plan Amendment #9-9-25 - A request by the City of Fort Smith from unclassified (formerly Extraterritorial Jurisdiction Industrial) to Office, Research and Light Industrial



9/30/2025, 4:16:04 PM

1:4,972

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Land Use

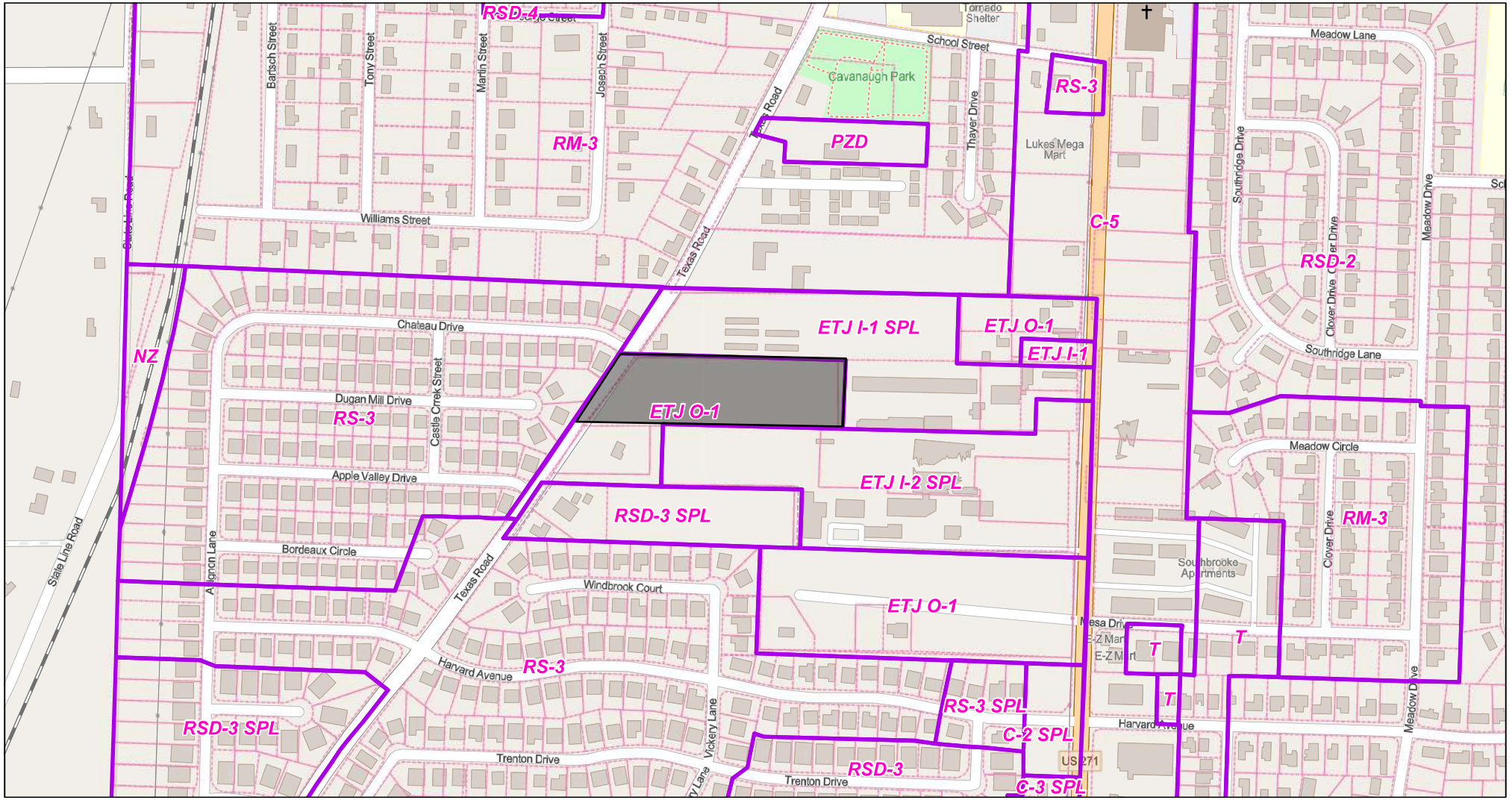
- Public/Institutional
- Residential Attached
- Residential Detached
- General Commercial
- Mixed-Use-E

ETJ Land Use

- LOW DENSITY RESIDENTIAL
- INDUSTRIAL
- Parcels

Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #21-9-25 from Not Zoned (formerly Extraterritorial Jurisdiction Open-1 (ETJ O-1)) to Open-1 (O-1) by classification



9/30/2025, 4:10:53 PM

Zoning

Parcels

1:4,972

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Exhibit A
Formerly & Proposed Master Land Use Map

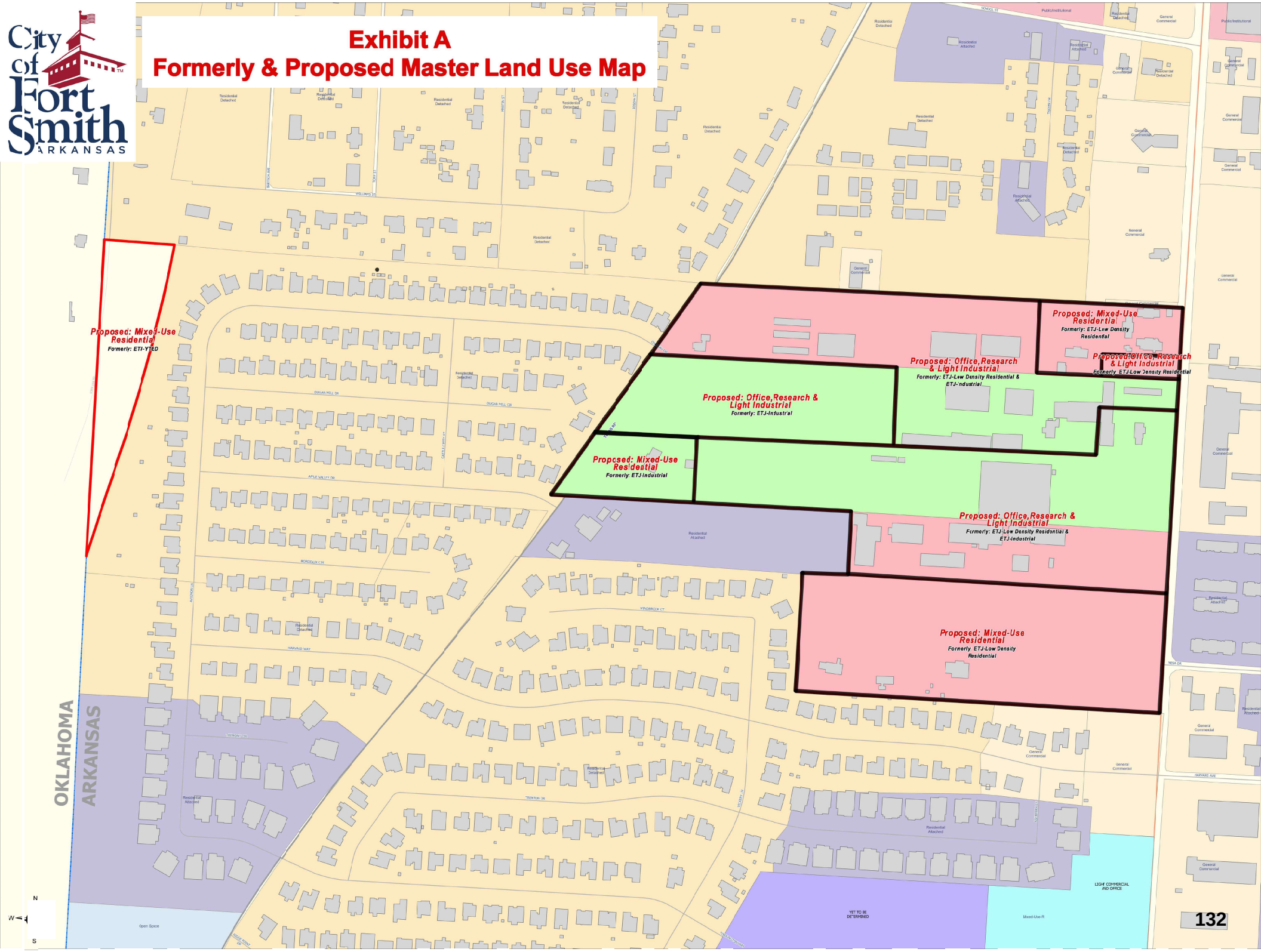
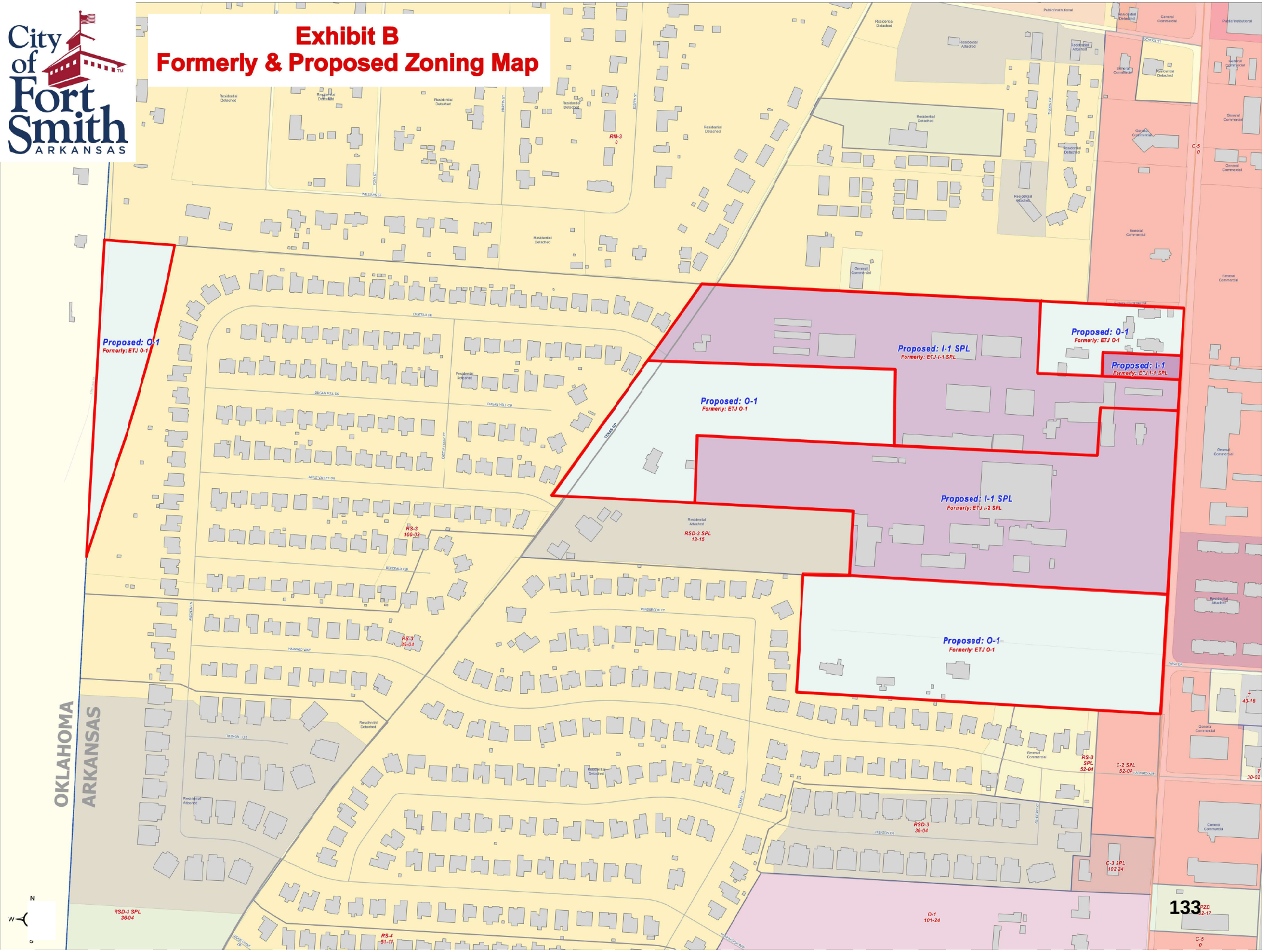


Exhibit B
Formerly & Proposed Zoning Map




Aerial
City of Fort Smith ARKANSAS
8103 Texas Rd
8121 Texas Rd
8201 Texas Rd
8116 S HWY 271
8210 S HWY 271
8106 S HWY 271
8104 S HWY 271
8112 S HWY 271
8111 S HWY 271
8114 S HWY 271
900 Mesa Dr
910 Mesa Dr
1002 Mesa Dr
OKLAHOMA
ARKANSAS
134

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: October 1, 2025

SUBJECT: Master Land Use Plan Amendment #14-9-25 from General Commercial to Office, Research, and Light Industrial, Rezoning #26-9-25 from Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive

SUMMARY

On September 9, 2025, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications.

The property, containing an area of 2.2 acres, is located on the east side of Prairie Drive and south of Zero Street. The proposed Master Land Use Plan Amendment to Office, Research, and Light Industrial and zoning to Industrial Light (I-1) will allow for the existing 22,996 s.f. building to be utilized as an electrical, plumbing, heat and air conditioning (wholesale trade establishment).

A neighborhood meeting was held on September 3, 2025. No neighboring property owners were in attendance.

At the Planning Commission meeting, Mr. Jake Chavis was present to represent these applications. There were none present to speak in favor or opposition of the items. The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map.

Please contact me if you have any questions.

ATTACHMENTS

1. Ordinance (15).pdf
2. Backup 6001 Prairie.pdf

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP, REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission held a public hearing to consider request No. 14-9-25 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on September 9, 2025, that said change be made; and,

WHEREAS, the City Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan; and,

WHEREAS, the City Planning Commission held a public hearing to consider request No. 26-9-25 to rezone certain property, and, having considered said request, recommended on September 9, 2025, that said change be made.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

SECTION 1: The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from General Commercial to Office, Research, and Light Industrial and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

Lot 37, Regions Business Park, an Addition to the City of Fort Smith, Arkansas, according to Plat filed October 12, 2000. Less and except minerals and mineral rights.
Subject to easements, right-of-ways, and protective covenants *of* record, if any. Subject to all prior mineral reservations and oil and gas leases,

more commonly known as 6001 Prairie Drive.

SECTION 2: The real property described in Section 1 is hereby rezoned from Commercial Heavy (C-5) to Industrial Light (I-1)

SECTION 3: It is hereby found and determined that the adoption of the amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and property of the inhabitants of the City requires that the above amendment be effective, and the amendment is hereby made effective as of date of approval of this Ordinance.

PASSED AND APPROVED THIS_____DAY OF _____, 2025.

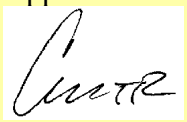
ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



_____
Publish One Time

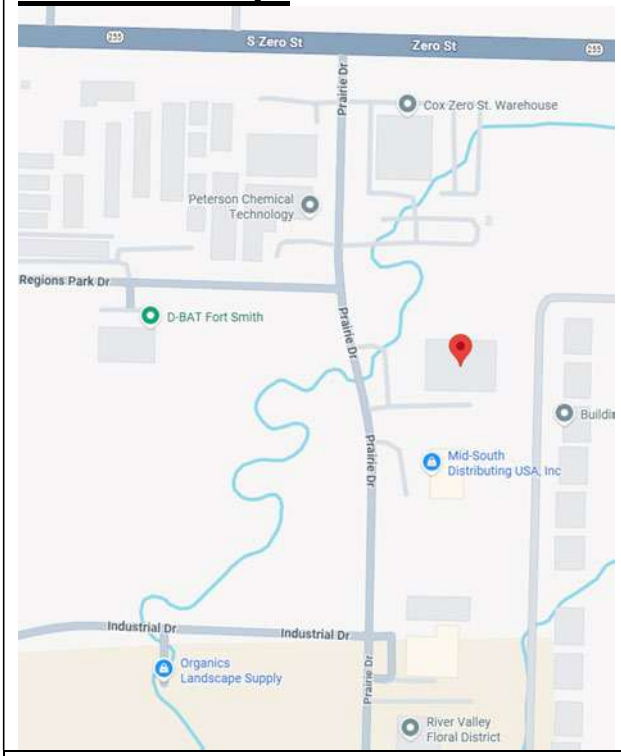
PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
AGENDA
BLUE LION DOWNTOWN, 101 N 2ND ST
SEPTEMBER 9, 2025
5:30 P.M

4. **Master Land Use Plan Amendment #14-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a master land use plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.**

   Chairman McCaffrey called for a motion on item 4. Commissioner Taylor moved, seconded by Commissioner Newton, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

5. **Rezoning #26-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive.**

   Chairman McCaffrey called for a motion on item 5. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

Fort Smith Planning Commission	**Item Number:** MLUPA # 14-9-25 **Hearing Date:** September 9, 2025
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: Odyssey Engineering Owner: P.T.K.H. Investments
Location Map:  	**Applicant Proposal:** Address: 6001 Prairie Drive Present Use: Vending Proposed Use: Electrical, Plumbing, Heat & Air Conditioning Wholesale Trade Establishment Summary: Master Land Use Plan Map amendment from General Commercial to Office, Research and Light Industrial Tract Size: 2.2 acres Location: East side of Prairie Drive and south of Zero Street
Zoning: Existing Zoning: C-5 **Master Land Use Plan** General Commercial	**Staff Recommendation:** Approval

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Master Land Use Plan Amendment #14-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a Master Land Use Plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.

The Planning Department is in receipt of an application from Odyssey Engineering, agent, to amend the Master Land Use Plan Map from General Commercial to Office, Research and Light Industrial to accommodate a proposed Industrial Light (I-1) zoning request. The subject property is on the east side of Prairie Drive and south of Zero Street. The tract contains an area of 2.2 acres with approximately 265 feet of street frontage along Prairie Drive

The property is currently zoned Commercial Heavy (C-5). A companion zoning application requests an Industrial Light (I-1) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with the companion application.

ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

Direction	Land Use	Master Land Use Classification
North	Cox Communications	General Commercial
East	Apartments	Residential Attached
South	Warehouse	General Commercial
West	Undeveloped, Future Electrical, Plumbing, Heat & Air Conditioning Wholesale Trade Establishment	General Commercial

The proposed land use classification of Office, Research and Light Industrial is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

Characteristics and Use:

Criteria for Designation:	**Compliance Noted**
• Located on primary arterial or along active rail line	**NO**
• Central water and sewer with sufficient capacity	**YES**
• Sufficient land area for activities and potential expansion	**YES**
• Not located within environmentally sensitive areas, or those prone to flooding	**YES**
• May be located with other mixed-uses	**YES**

EXISTING MASTER LAND USE PLAN

The Master Land Use Plan classifies the site as General Commercial. This classification is intended to provide opportunities for business transactions and activities and meet the consumer needs of the community.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Prairie Drive as a local road.

NEIGHBORHOOD MEETING

A neighborhood meeting was held on September 3, 2025, at 5:30 p.m. on site. No neighboring property owners attended the meeting.

STAFF COMMENTS AND RECOMMENDATIONS

The current land use of the property is Vending Food Services and the applicant intends to utilize the existing 22,996 s.f. building as an Electrical, Plumbing, Heat & Air Conditioning (Wholesale Trade Establishment). To utilize the building as such the applicant must have an Industrial Light (I-1) zoning districts with the appropriate Master Land Use Plan classification.

STAFF RECOMMENDATIONS

Staff recommends approval.

The City of Fort Smith ARKANSAS

Application updated May 2022

PLANNING DEPARTMENT

MLUP Application

MASTER LAND USE PLAN APPLICATION

[X] **Minor Amendment** [ ] **Standard Amendment** [ ] **Major Amendment**

(See Section 27-328-5 C. (Criteria)

[ ] **Request to Amend Map** [ ] **Request to Amend Text**

APPLICATION:
Indicate one contact person for this request: [X] **Applicant**
Representative [ ]

Applicant (person making request):

Name: P.T.K.H. Investments
E-mail:
Address: 2020 N Mingo Tulsa, OK 74116

Phone:
Fax:

Representative (engineer, surveyor, realtor, etc.):

Name: Odyssey Engineering LLC
E-mail: [redacted]
Address: 124 Grant Pl Suite E. Lowell, AR 72745

Phone: 479-480-3330
Fax:

Site Address / Location: 6001 Prairie Dr. Fort Smith, AR 72905

Surrounding Property

Current Land Use:

North: Cox Communications- Internet service provider
South: Regions Park Development- commercial development
East: Apartment complex/ golf course
West: Vacant lot

PLANNING DEPARTMENT

MLUP Application

Current MLUP Classification: General commercial

Requested MLUP Classification: Office, research and light industrial

Existing MLUP Classification:

North: General commercial

South: General Commercial

East: Residential attached

West: General commercial

Existing Zoning Classification:

North: C-5

South: C-5

East: C-5

West: C-5

For a Minor, Standard or Major Master Land Use Plan Amendment, please attach the following information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

1. A legal description of the subject property that is to be amended (reclassified).

2. A map of the property which includes the scaled distance, legal description, and general vicinity map inset showing the property's location.

3. The area dimensions of the property in square feet or acres.

4. Describe existing road conditions and new roads to be included in the development and the effect of the proposed development on existing roads and traffic conditions:

   Existing roads are in good condition and the subject property is not expected to worsen road conditions due to traffic.

5. Describe the existing public utility services and infrastructure (such as water, sewer, fire/police) which are available to the property and the source/method of providing additional utilities and infrastructure to the property if necessary:

   Public utility services and infrastructure in place is sufficient development not anticipate to burden existing infrastructure.

6. Provide a statement of the proposed build-out density and maximum potential build-out density (units per acre) permitted by the proposed land use classification:

   Proposed amendment will not increase density.

7. Identify any known or anticipated environmental concerns:

No anticipated environmental concerns.

For a Standard or Major Master Land Use Plan Amendment only, please attach the following additional information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

8. An analysis of the impact of the amendment on surrounding properties and plans in terms of:

   a. Describe potential changes to development patterns in terms of local and regional impacts:

   b. Describe the consistency in zoning between existing and planned uses:

AUTHORIZATION OF AGENT

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a master land use amendment by application do hereby authorize Odyssey Engineering LLC to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

	NAMES OF ALL OWNERS.	SIGNATURE OF ALL OWNERS.
1.	P.T.K.H. Investments	Heather King
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

This form is necessary only when the person representing this request does not own all the property.

Certification

Once an application has been deemed complete, the applicant shall not modify it unless requested or agreed upon by the Planning Department. Should the applicant request a modification to the application after it has been advertised for public hearing, it shall be at the discretion of the Planning Commission to review or continue the application. A re-advertising fee may be required.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

Heather King
Signature (Agent/Owner)

8/18/2025
Date

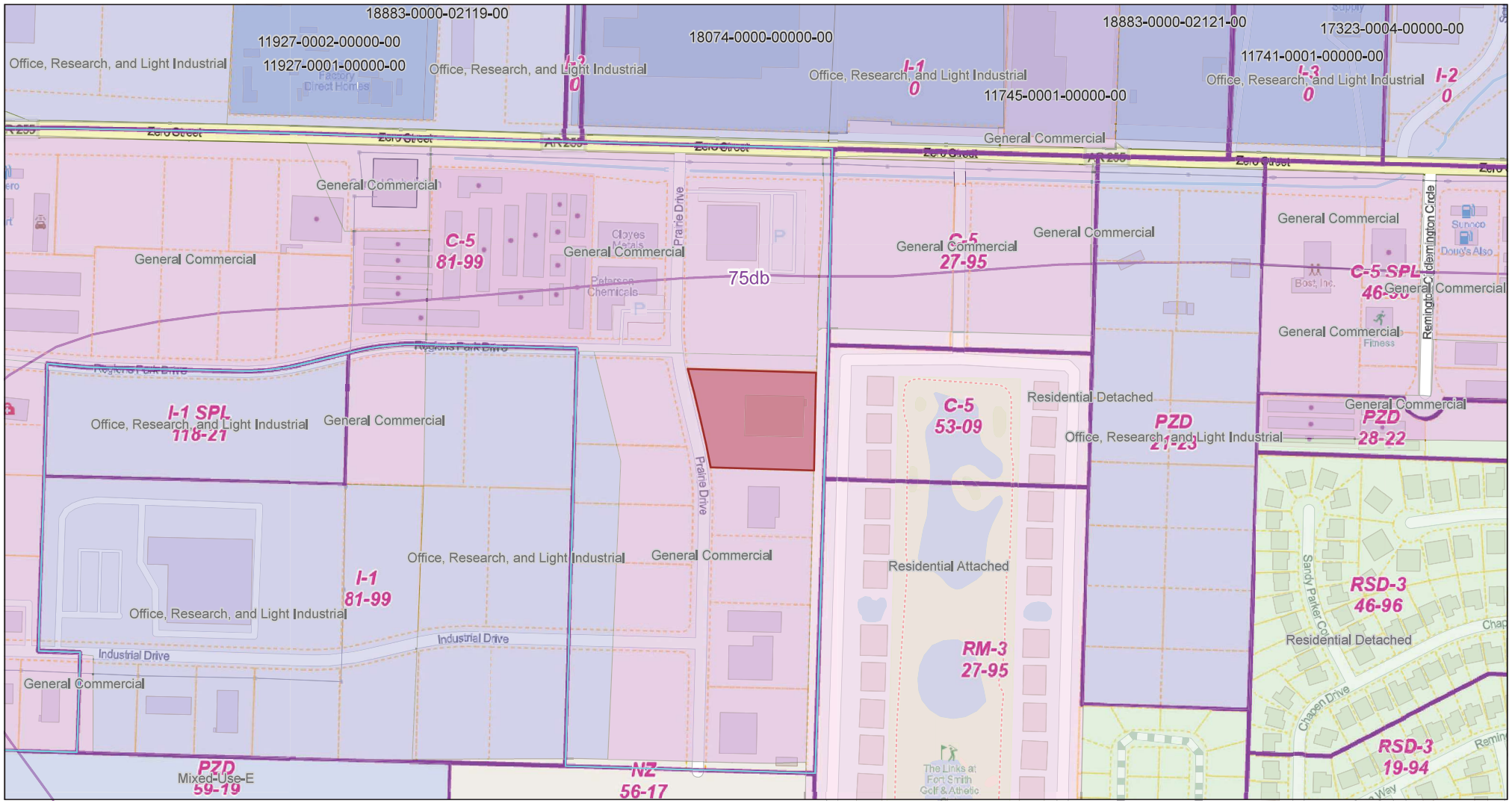
The City of Fort Smith requires complete applications. If your application does not include all of the information required for submission, it will not be processed.

Submit

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.

Master Land Use Plan Amendment #14-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a Master Land Use Plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6001 Prairie Drive.



8/21/2025, 4:33:15 PM

1:4,196

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Zoning

Land Use

- Office, Research, and Light Industrial
- Residential Attached
- Residential Detached
- General Commercial
- Mixed-Use-E
- Subdivisions
- Noise Contours
- Safety MCA

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Fort Smith Planning Commission

Item Number:
Rezoning # 26-9-25

Hearing Date: September 9, 2025

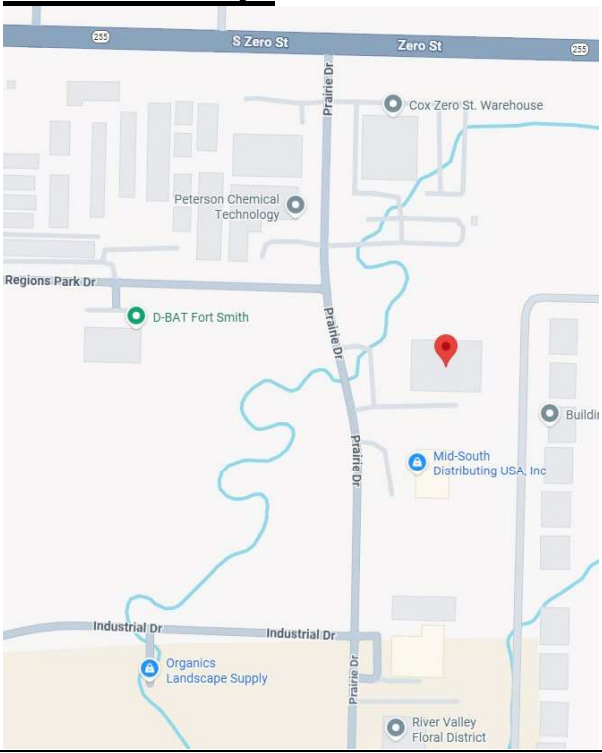
Report Prepared by:

Planning Staff

Owner and Applicant Information:
Applicant: Odyssey Engineering

Owner: P.T.K.H. Investments

Location Map:



Applicant Proposal:
Address: 6001 Prairie Drive

Present Use: Vending

Proposed Use: Electrical, Plumbing, Heat & Air Conditioning Wholesale Trade Establishment

Summary: Zone change from Commercial Heavy (C-5) to Industrial Light (I-1)

Tract Size: 2.2 acres

Location: East side of Prairie Drive and south of Zero Street

Zoning:
Existing Zoning: C-5

Master Land Use Plan
General Commercial

Staff Recommendation:
Approval

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #26-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive by classification

PROPOSED ZONING

Approval of the zone change from Commercial Heavy (C-5) to Industrial Light (I-1) will allow for the existing building to be utilized by a Plumbing, Heat & Air Conditioning (Wholesale Trade Establishment).

LOT LOCATION AND SIZE

The subject property is on the east side of Prairie Drive and south of Zero Street. The tract contains an area of 2.2 acres with approximately 265 feet of street frontage along Prairie Drive.

REQUESTED ZONING

The proposed zoning on this tract is Industrial Light (I-1).
Characteristics of this zone are as follows:

Purpose:

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light district may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 zoning district is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

Permitted Uses:

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

Conditional Uses:

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 20,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 20,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Arterial or higher

EXISTING ZONING

The existing zoning on this tract is Commercial Heavy (C-5).
Characteristics of this zone are as follows:

Purpose:

To provide adequate locations for retail uses and services that generate moderate to heavy automobile traffic. The C-5 zoning district is designed to facilitate convenient access, minimize traffic congestion, and reduce visual clutter. The C-5 zoning district is appropriate in the General Commercial, Office, Research, and Light Industrial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

Permitted Uses:

A wide variety of retail uses including clothing stores, specialty shops and restaurants. Commercial-5 zones also allow professional offices and multi-family apartments, community residential facility and neighborhood group homes are examples of permitted uses.

Conditional Uses:

Orphanage, dormitory, sorority, fraternity, auto vehicle impoundment or holding yard, auto body shop, medical laboratory, beer garden, restaurants with outdoor dining, pet cemetery, bus station, utility substations, museum, parks, educational facilities, police station, community food service, nursing home and churches are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 14,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 14,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 20 feet
Rear Yard Setback - 20 feet
Side/Rear (adjoining SF Residential District/Development) – 30 feet
Minimum building separation – to be determined by current City building and fire code.
Required street access – Minor Arterial or higher

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North	Cox Communication	C-5, Commercial Heavy
East	Apartments	C-5, Commercial Heavy
South	Warehouse	C-5, Commercial Heavy
West	Undeveloped	C-5, Commercial Heavy

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Prairie Drive as a local road.

MASTER LAND USE PLAN

A companion Master Land Use Plan amendment for Office, Research and Light Industrial has been requested. This classification is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

NEIGHBORHOOD MEETING

A neighborhood meeting was held on September 3, 2025, at 5:30 p.m. on site. No neighboring property owners attended the meeting.

STAFF COMMENTS

The applicant intends to utilize the existing 22,996 s.f. building as an Electrical, Plumbing, Heat & Air Conditioning (Wholesale Trade Establishment). The proposed land use is permitted within the industrial light zoning district.

STAFF RECOMMENDATIONS

Staff recommends approval.

CITY OF FORT SMITH, ARKANSAS

Rezoning

FOR STAFF USE ONLY	*FEE: $350*
Date Application Submitted:	*Zone:*
Date Accepted as Complete:	
Project Number:	
Public Hearing Date:	

Application:

Indicate one contact person for this request: ☐ **Applicant** ☒ **Agent**

Applicant (person making request):

Name: , P.T.K.H. Investments LLC

E-mail: .

Address: 2020 N Mingo

Tulsa, OK 74116

Phone:

Fax:

Agent (engineer, surveyor, realtor, etc.):

Name: Jake Chavis; Odyssey Engineering LLC

E-mail: [redacted]

Address: 124 Grant Pl Ste. E

Lowell, AR 72745

Phone: 479-480-3330

Fax:

Site Address / Location: 6001 Prairie Drive Ft Smith, AR 72905

Current Zoning District: C-5

Requested Zoning District: I-1

Assessor's Parcel Number(s) for property: 16461-0037-00000-00

PLANNING & COMMUNITY DEVELOPMENT

REZONING APPLICATION

Application updated January 2022

Total Acreage: 2.2

Legal Description of property:

Attach legal description in

word format.

☐ Restrictive Covenants Apply (attach to application)

Companion items:

☒ Development Plan ($100 when submitted with another application)

☐ Master Land Use Plan Map Amendment ($100 when submitted with a rezoning)

Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.

Describe Proposed Zoning Request, including the development of any construction on the property:

Bringing existing site and development into zoning compliance and adding a dumpster enclosure. Requesting a rezoning from C-5 to I-1.

PROPERTY OWNER(S) / AUTHORIZED REPRESENTATIVE: The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

Name and Signature	Date
Heather King	08/15/2025

AUTHORIZATION OF AGENT

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a rezoning by application do hereby authorize Odyssey Engineering LLC to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

	NAMES OF ALL OWNERS.	SIGNATURE OF ALL OWNERS.
1.	P.T.K.H. Investments, LLC.	Heather King
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

This form is necessary only when the person representing this request does not own all the property.

Application updated July 2021

LIST OF OWNERS OF ALL PROPERTY TO BE REZONED

List the names and addresses of all owners of property included within the area requested by this petition to be rezoned.

NAME	ADDRESS
P.T.K.H. Investments, LLC	6001 Prairie Dr. Fort Smith, AR 72901

PERIMETER LANDSCAPING:
ONE TREE AND 10 SHRUBS PER 50 LINEAR FEET OF RIGHT-OF-WAY FRONTAGE.

FRONTAGE= 302'
REQUIRED PLANTINGS= 60 SHRUBS AND 6 TREES.

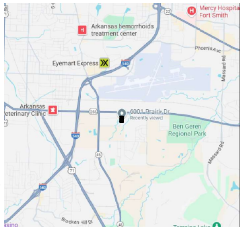
AN IRRIGATION SYSTEM OR A WATERING PLAN IS REQUIRED .

SPECIES:	QUANITY	SIZE
PROPOSED QUERCUS RUBR (RED OAK)	3	2" CALIBER MIN.
EXISTING LAGERSTROEMIA (CRAPE MYRTLE)	4	2" CALIBER MIN.
PROPOSED BUXUS (BOXWOOD)	63	24" TALL MIN.

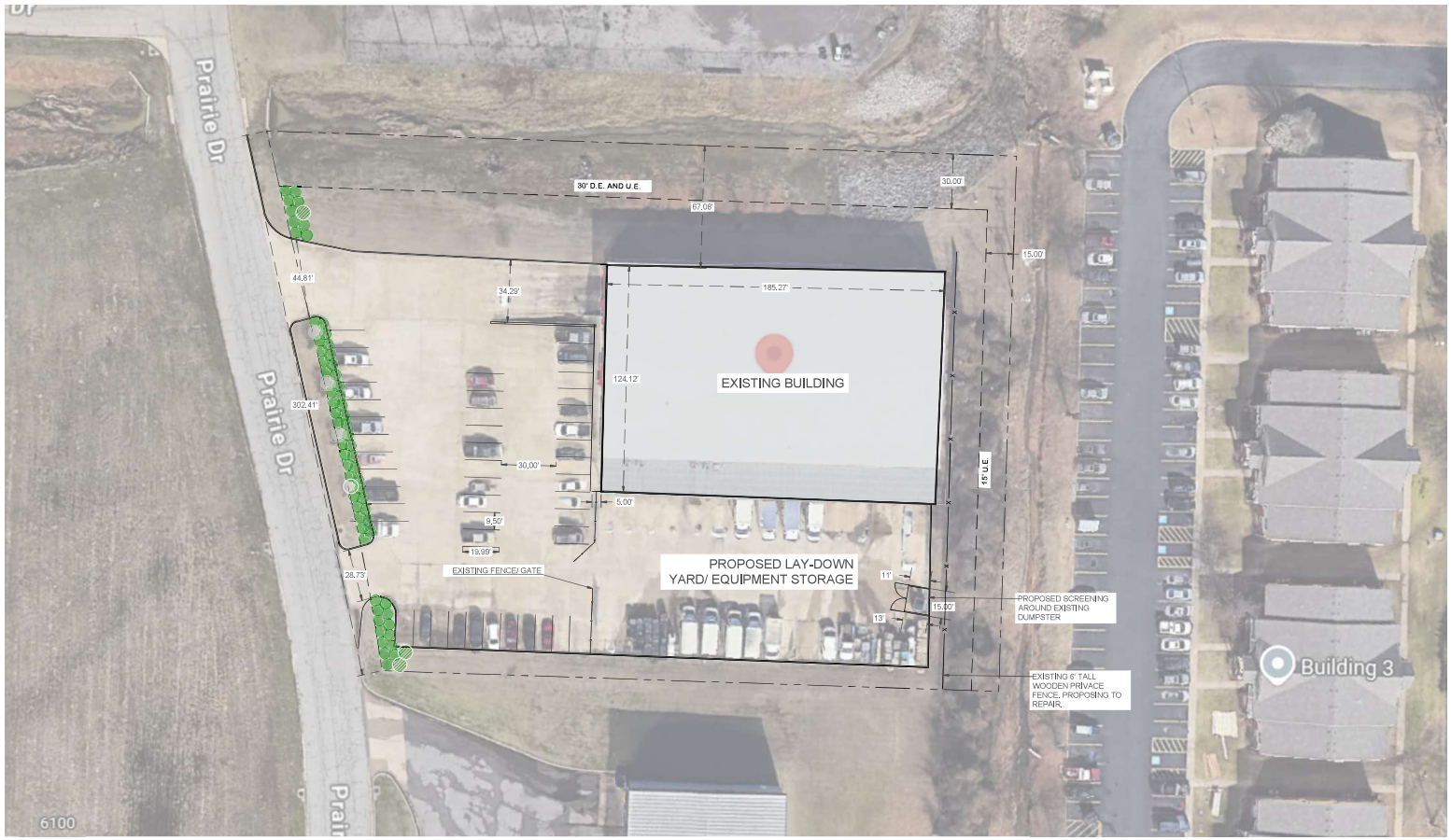
BUILDING SETBACKS:

ZONING: I-1

FRONT:	25'
SIDE:	10'
REAR:	100' (ADJ SF RES)
REAR:	10'



VICINITY MAP
N.T.S.



N

0 15' 30' 60'
1" = 30'

811 Know what's below. Call before you dig.

PROFESSIONAL SEAL:
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 19640
MOLLY ROBB

REVISIONS

NO.	DATE	REVISION

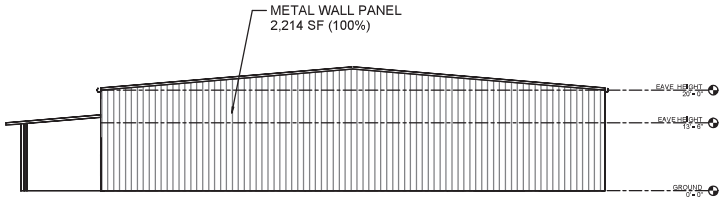
ODYSSEY ENGINEERING
117 PARKWOOD STREET, SUITE 101
LOWELL, AR 72745
(479) 480-3330
AR COA # 4188

Elliott Electric
6004 Prarie Dr.
Fort Smith, AR 72905

PROJECT NO.	DESIGNED BY	REVIEWED BY
OEP0000	JC	JC
PLAN DATE:	9.2.25	

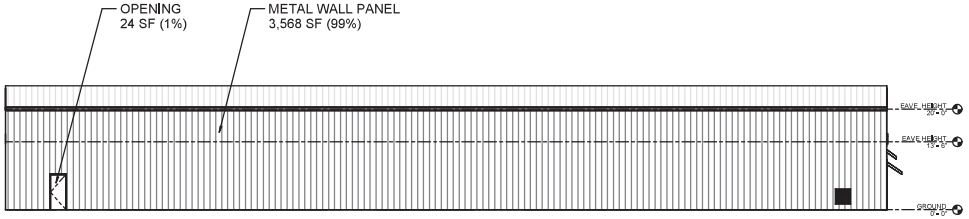
SHEET NAME:
SITE PLAN

SHEET NO.:
1



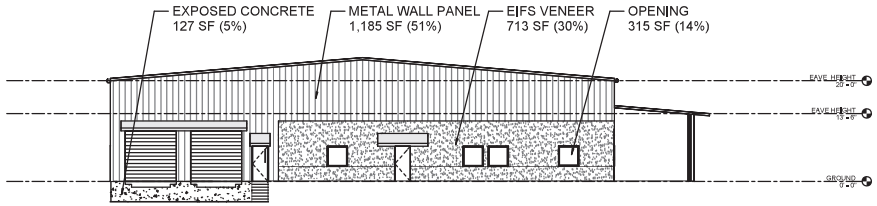
OVERALL SOUTH ELEVATION: 2,214 SF (100%)

4 EAST ELEVATION
SCALE: 1" = 10'-0"



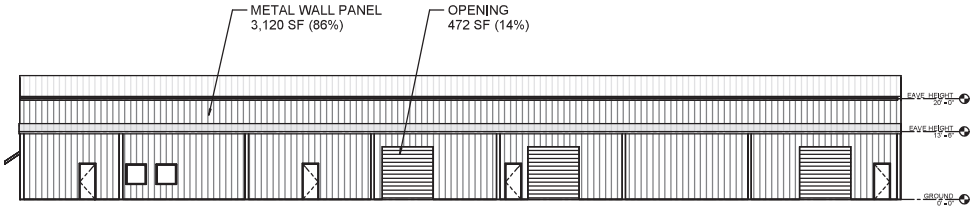
OVERALL SOUTH ELEVATION: 3,592 SF (100%)

2 NORTH ELEVATION
SCALE: 1" = 10'-0"



OVERALL SOUTH ELEVATION: 2,340 SF (100%)

3 WEST ELEVATION
SCALE: 1" = 10'-0"



OVERALL SOUTH ELEVATION: 3,592 SF (100%)

1 SOUTH ELEVATION
SCALE: 1" = 10'-0"

Ea
ELEMENT ARCHITECTS
+ interiors

PRELIMINARY ELEVATIONS - CALCULATIONS

ELLIOTT ELECTRIC - FORT SMITH

EA25138

08/13
2025

FORT SMITH
ARKANSAS

THIS DRAWING IS FOR PRESENTATION PURPOSES ONLY, ANY AND ALL FEATURES, MATTERS AND OTHER INFORMATION DEPICTED HEREON OR CONTAINED HEREIN ARE FOR ILLUSTRATION PURPOSES ONLY. ALL USE WORK IS APPROPRIATE AND PENDING RECEIPT OF SURVEY, DRAWINGS ARE SUBJECT TO MODIFICATION WITHOUT NOTICE, ARE NOT INTENDED TO BE RELIED UPON BY ANY PART AND ARE NOT INTENDED TO CONSTITUTE REPRESENTATIONS AND WARRANTIES AS TO THE USE AND NATURE OF IMPROVEMENTS TO BE CONSTRUCTED OR THAT ANY IMPROVEMENTS WILL BE CONSTRUCTED, OR AS TO THE IDENTITY OR NATURE OF ANY OCCUPANTS THEREOF. THIS DRAWING IS COPYRIGHT PROTECTED.

REV.#	DATE

REVIEW ONLY
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

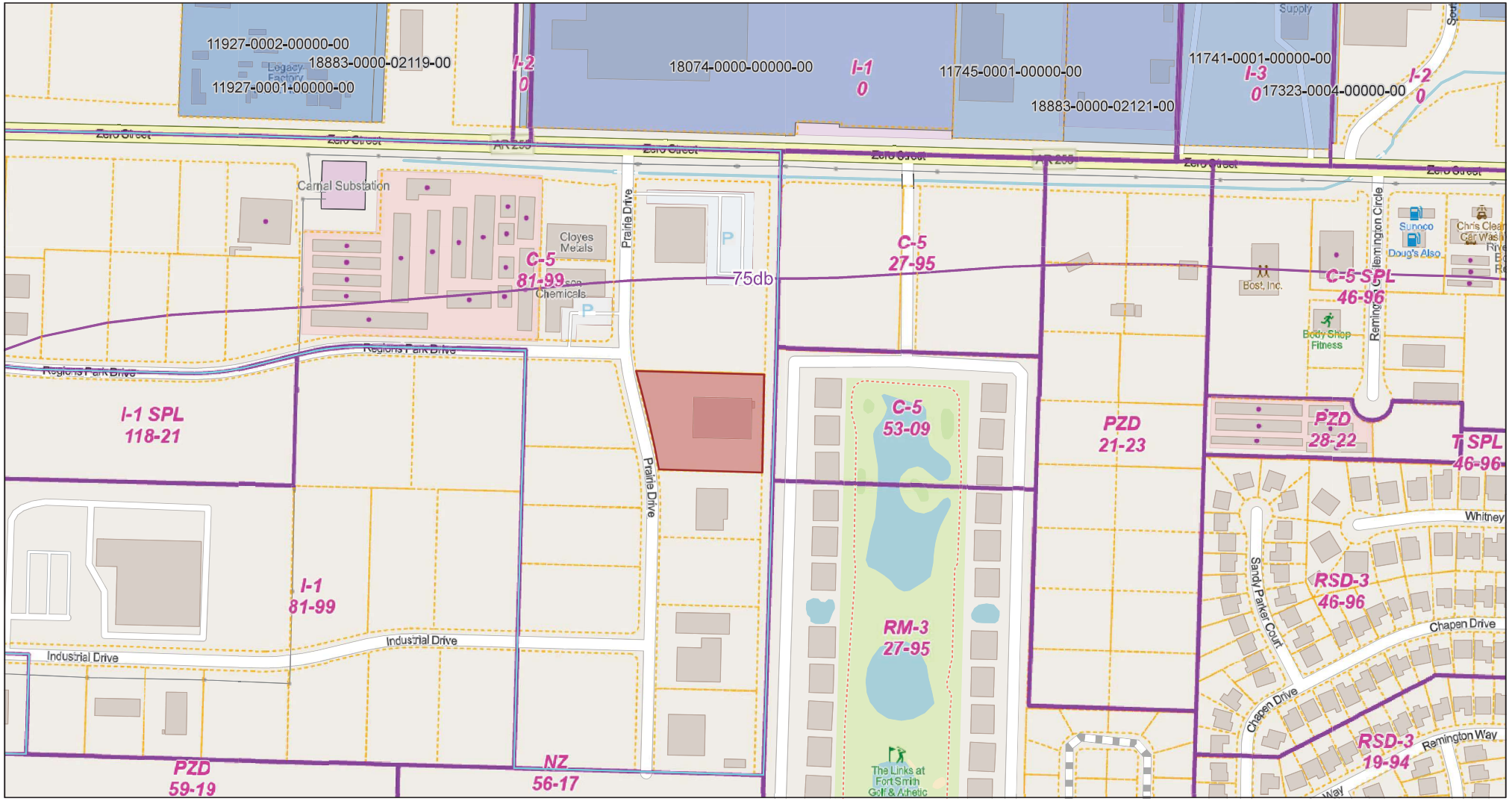
SCALE: 1" = 10'-0"

CLIENT APPROVAL SIGNATURE

DATE OF SIGNATURE

ESE

Rezoning #26-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive.



8/21/2025, 4:31:56 PM

- Zoning
- Subdivisions
- Noise Contours
- Safety MCA

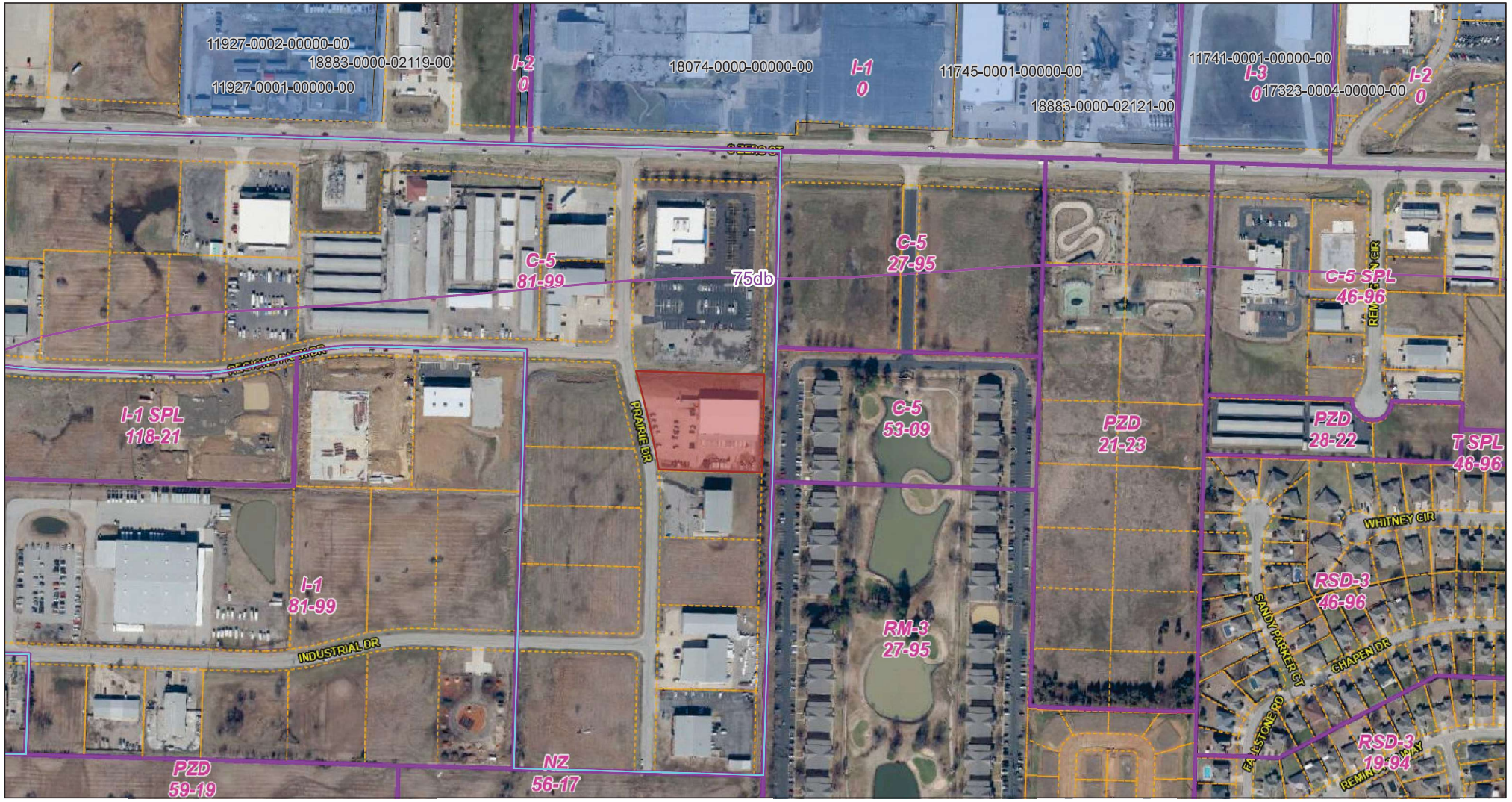
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0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #26-9-25 – A request by Odyssey Engineering, agent for P.T.K.H. Investments, for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6001 Prairie Drive.



8/21/2025, 4:32:02 PM

Zoning

Subdivisions

Noise Contours

Safety MCA

Roads

1:4,196

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: October 1, 2025

SUBJECT: Rezoning Amendment #27-9-25 from Commercial Moderate Special (C-3 SPL) to Planned Zoning District (PZD) at 6210, 6220, 6212, 6230, and 6234 Massard Road

SUMMARY

On September 9, 2025, the Planning Commission held a public hearing to consider rezoning property at 6210, 6220, 6212, 6230, and 6234 Massard Road from Commercial Moderate Special (C-3 SPL) to Planned Zoning District (PZD). The property, containing an area of 2.99 acres, is located on the west side of Massard Road immediately south of Huntington Circle. The proposed zoning to Planned Zoning District (PZD) will allow for a reduced minimum lot area, minimum lot width, and minimum building setbacks while increasing maximum lot coverage on three (3) individual lots within a unified commercial development, while defining a shared open space tract.

A neighborhood meeting was held on September 2, 2025. No neighboring property owners were in attendance. At the Planning Commission meeting, Mr. Connor Threet was present to represent these applications. There were none present to speak in favor or opposition of the items.

The Planning Commission voted seven (7) in favor and zero (0) opposed to recommend the Board of Directors amend the Zoning Map.

Please contact me if you have any questions.

ATTACHMENTS

1. Ordinance (16).pdf
2. Backup Massard.pdf

ORDINANCE NO._____

AN ORDINANCE REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission held a public hearing upon request 27-9-25 to rezone certain property hereinafter described, and, having considered said request, recommended on September 9, 2025, that said change be made.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

SECTION 1: That the following property to-wit:

Huntington Chase Lot 144D-1,

more commonly known as 6210, 6220, 6212, 6230, and 6234 Massard Road is hereby rezoned from Commercial Moderate Special (C-3 SPL) to a Planned Zoning District (PZD). The approved zoning classification is based and conditioned upon the Planned Zoning District provisions of Section 27-341 of the Unified Development Ordinance and the Planned Zoning District Project Booklet reviewed by the Fort Smith Planning Commission and approved hereby, which Project Booklet shall be filed in the office of the City Clerk.

SECTION 2: It is hereby found and determined that the adoption of the amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and property of the inhabitants of the City requires that the above amendment be effective, and the amendment is hereby made effective as of date of approval of this Ordinance.

PASSED AND APPROVED THIS_____DAY OF_____, 2025.

ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:

_____
Publish One Time

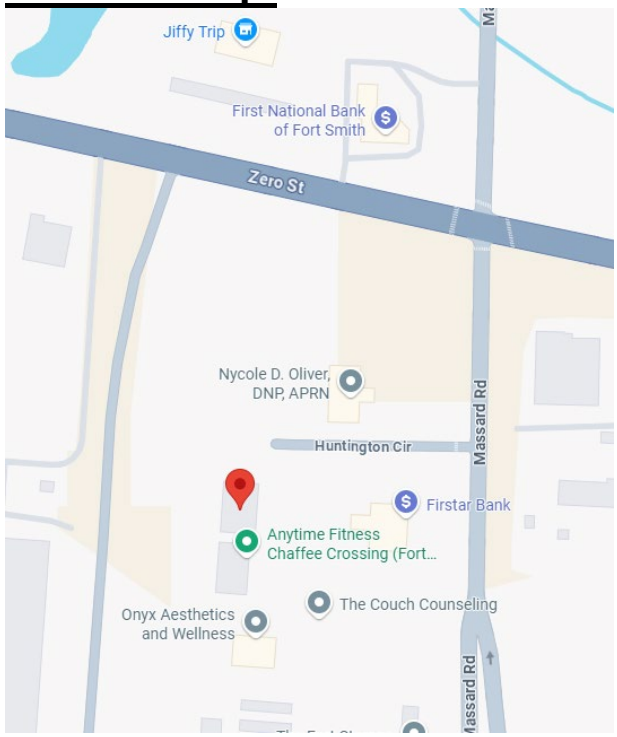
PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
AGENDA
BLUE LION DOWNTOWN, 101 N 2ND ST
SEPTEMBER 9, 2025
5:30 P.M

10. Rezoning #27-9-25 – A request by Crafton Tull, agent for Huntington Circle Properties, LLC, for a zone change from Commercial Moderate Special (C-3 SPL) to a Planned Zoning District (PZD) at 6210, 6220, 6212, 6230, and 6234 Massard Road.

Chairman McCaffrey introduced item 10. Mr. Miller delivered the staff report indicating the subject property was located on the west side of Massard Road, immediately south of Huntington Circle. He said approval of the request would allow for a reduced minimum lot area, minimum lot width, and minimum building setbacks for commercial development allowing an increase in maximum lot coverage on three (3) individual lots within the commercial subdivision, while defining a shared open space tract to be owned and maintained by a property owner association (POA).

Mr. Connor Threet was present to represent the item. There were none present to speak in favor or opposition of the item.

Chairman McCaffrey called for a motion on item 10. Commissioner Hanna moved, seconded by Commissioner Tyler, to approve with staff comments. Chairman McCaffrey called for a vote. The vote was seven (7) in favor and zero (0) opposed.

Fort Smith Planning Commission	**Item Number:** Rezoning PZD #27-9-25 **Hearing Date:** September 9, 2025
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: Crafton Tull Property Owner: Huntington Circle Properties
Location Map: 	**Applicant Proposal:** Address: 6210, 6220, 6212, 6230, and 6234 Massard Road Present Use: Veterinary Clinic, Personal Services, Offices Proposed Use: Permitting uses typically allowed in the C-3 district. Summary: Rezoning from C-3 SPL to PZD Tract Size: 2.99 Acres Location: West side of Massard Road, immediately south of Huntington Circle
Zoning: Existing Zoning: C-3-SPL **Master Land Use Plan** General Commercial	**Staff Recommendation:** Approval

Rezoning - PZD

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #27-9-25 - A request by Crafton Tull, agent for Huntington Circle Properties, LLC, for Planning Commission consideration of a zone request from Commercial Moderate Special (C-3 SPL) to Planned Zoning District (PZD) by classification at 6210, 6220, 6212, 6230, and 6234 Massard Road

PROJECT DESCRIPTION

Approval of the requested rezoning will allow for a reduced minimum lot area, minimum lot width, and minimum building setbacks while increasing maximum lot coverage on three (3) individual lots within a unified commercial development, while defining a shared open space tract to be owned and maintained by a property owner association (POA).

LOT LOCATION AND SIZE

The subject property is on the west side of Massard Road, immediately south of Huntington Circle. The tract contains 2.99 acres with approximately 184 feet of frontage along Huntington Circle. The eastern approximately one-third of the subject site lies within the Massard Zero Overlay district and is subject to associated design criteria.

REQUESTED ZONING

The applicant has requested a Planned Zoning District (PZD). The purpose of a Planned Zoning District is to assure control of certain development while providing the applicant a means of gaining commitment without undue financial risk. Specifically, the purposes of a PZD are to encourage:

- Better utilization of sites characterized by special features of geographic location, topography, size, or shape;
- Flexible administration of general performance standards and development guidelines;
- Primary emphases shall be placed upon achieving compatibility between the proposed developments and surrounding areas to preserve and enhance the neighborhood through the use of enhanced site design, architecture, landscaping, and signage.
- Developments that utilize design standards greater than the minimum required by the UDO.

EXISTING ZONING

The existing zoning of this tract is Commercial Moderate Special (C-3 SPL). The special (SPL) was placed on this property by Ordinance #34-14 requiring Planning Commission approval of a development plan prior to the issuance of a building permit.

Characteristics are as follows:

Purpose

To provide for general commercial activities, offices, and services for the community. The C-3 zoning district promotes a broad range of commercial activities, operations, and services that are dispersed throughout the City and designed at a smaller scale than a regional center. The C-3 zoning district is appropriate in the General Commercial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

Permitted Uses

A wide variety of retail uses including clothing stores, specialty shops and restaurants. Commercial-3 zones also allow professional offices and multi-family apartments, community residential facility and neighborhood group homes are examples of permitted uses.

Conditional Uses

Orphanage, dormitory, sorority, fraternity, bicycle sales and service, beer, wine and liquor store, convenience store, restaurants with outdoor dining, pet cemetery, parking garage, utility substations, event center, community recreation center, golf course, parks, educational facilities, police station, nursing home and churches are examples of uses permitted as conditional uses.

Area and Bulk Regulations

Minimum Lot Size – 12,000 square feet
Maximum Building Size – 60,000 square feet
Minimum Parcel/Lot Size for Rezoning – 2 acres
Minimum Lot Width – 75 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 20 feet
Rear Yard Setback - 20 feet
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Collector or higher
Maximum Height - 35 feet (1+1)
Maximum Lot Coverage - 60%

SURROUNDING LAND USE AND ZONING

Direction	Land use	Zoning
North	Undeveloped and Baptist Health Family Clinic	Commercial Moderate (C-3 SPL)
East	Undeveloped and Firststar Bank	Commercial Moderate (C-3 SPL)
South	The Fort Mini Storage Warehouse	Commercial Heavy (C-5 SPL)
West	ArcBest Innovation Lab	(Formerly ETJ-PZD) Not Zoned

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Huntington Circle as local street. Additionally, the site has a private access easement to Massard Road which is classified as a Boulevard.

MASTER LAND USE PLAN COMPLIANCE

The Master Land Use Plan classifies the subject site as General Commercial. The General Commercial classification is intended to provide opportunities for business transactions and activities, and to meet the consumer needs of the community.

PROJECT BOOKLET

A copy of the project booklet is enclosed for your review. The following criteria shall be considered by the Planning Commission when reviewing the project booklet:

A. Is the site capable of accommodating the building(s), parking areas and drives with the appropriate open space provided? **YES**

B. Does the plan provide for safe and easy ingress, egress and internal traffic circulation? **YES**

C. Is the plan consistent with good land use planning and site engineering design principles, particularly with respect to safety? **YES**

D. Are the architectural designs consistent with the City of Fort Smith policies and regulations and compatible with surrounding land use features? **YES**

E. Does the Plan represent an overall development pattern that is consistent with the Master Street Plan, Master Land Use Plan, and other adopted planning policies? **YES**

F. The required right-of-way dedication has been identified by the City Engineering Department? **YES**

G. All easements and utilities shall meet the requirements of the approving departments and agencies? **YES**

H. Articulate how the plan minimizes or mitigates the impact of increased traffic both in volume and vehicle size. **YES**

I. Articulate how the plan exceeds the UDO requirements. (e.g. increased landscaping increased high quality materials, etc.) **YES. All front building facades must be constructed of 100% high quality materials as defined in UDO Section 27-602-4, and any future exterior building renovations will incorporate 100% high quality materials in all front and side building facades.**

SITE DESIGN FEATURES

Ingress/egress/traffic circulation – Two existing driveways serve the subject site with access to Huntington Circle and Massard Road. No additional driveways are proposed.

Right-of-way dedication – No additional right-of way is required.

Drainage – The site is served by shared stormwater drainage and detention facilities and complies with 2011 City of Fort Smith Storm Drainage Standards.

Parking – Parking is existing and complies with the UDO.

Landscaping & Screening – Required landscaping has been installed in compliance with UDO Section 27-602.

S**ignage –** No signage in addition to existing is proposed. The project booklet prohibits pole signs. Any future signage must conform to UDO [Section 27-704].

Sidewalks – A public sidewalk is existing on Huntington Circle, and the Massard Side Path (multi-purpose path) exists on Massard Road. Internal private sidewalks are installed per previously approved construction plans.

FACTORS TO BE CONSIDERED

Approval, approval as amended, or denial of the application and project booklet shall be based on the following factors as outlined in Section 27-341-3(E) of the UDO:

A. Compatibility with the Master Street Plan, and applicable area plans (e.g., corridor, neighborhood).

B. Compatibility of the proposed development with the character of the neighborhood.

C. The zoning and uses of adjacent and nearby properties, and the compatibility of the proposed future uses with those existing uses.

D. The extent to which the proposed land use would increase or change traffic volume or parking demand in documented evidence or engineering data, road conditions, road safety, or create parking problems in combination with any improvements that would mitigate these adverse impacts.

E. The current availability of public utilities and services and the future capacity needed to adequately serve the proposed land use in combination with any improvements that would mitigate these adverse impacts.

F. That the application complies with all relevant ordinance requirements (for example 27-200, 27-500, 27-600, and 27-700).

NEIGHBORHOOD MEETING

A neighborhood meeting was held 5:00pm Tuesday, September 2 at 9301 RA Young Jr. Drive, Suite 104.

No neighboring property owners attended the meeting. The applicant's representative as well as a member of Fort Smith Planning and Zoning staff were present.

STAFF COMMENTS

The subject application, requesting rezoning from existing C-3 SPL to PZD, proposes no change in allowable land uses and no physical change to buildings and site. The purpose of this PZD request is to allow changes to the setbacks and lot sizes to place individual buildings within respective platted lots and provide a common area with shared property maintenance via property owner association (POA).

STAFF RECOMMENDATIONS

Staff recommends approval of the application.

CITY OF FORT SMITH, ARKANSAS
Planned Zoning Development

FOR STAFF USE ONLY	*FEE: $350*
Date Application Submitted:	*Zone:*
Date Accepted as Complete:	
Project Number:	
Public Hearing Date:	

Application:

Indicate one contact person for this request: ○ **Applicant** ◉ **Agent**

Applicant (person making request):

Name:

E-mail:

Address:

Phone:

Fax:

Agent (engineer, surveyor, realtor, etc.):

Name: Connor Threet

E-mail: [redacted]

Address: 300 N College Ave, Suite 317, Fayetteville, AR 72701

Phone: 479-878-2467

Fax:

Site Address / Location: 6120 6234 Massard Rd

Current Zoning District: C-3

Requested Zoning District: PZD

Assessor's Parcel Number(s) for property: 13979-0144-00000-02

Total Acreage: 2.99

Legal Description of property: Huntington Chase Lot 144D-1

Legal Description of property:

☐ Restrictive Covenants Apply (attach to application)

Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.

Describe Proposed Zoning Request, including the development of any construction on the property:

The PZD will include an area of approximately 2.99 acres located on Massard Rd, south of Huntington Circle. The development will consist of approximately four (4) individual commercial lots and one (1) common area.

PROPERTY OWNER(S) / AUTHORIZED AGENT: The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

Name and Signature	Date
	7/8/2025

PLANNED ZONING DISTRICT

CERTIFICATION STATEMENT

Application updated July 2021

The Nicole Swanson, applicant for the property located at 6120 6234 Massard Rd, does hereby certify that the Project Booklet for a Planned Zoning District complies with the City of Fort Smith's Planned Zoning District Regulations as defined in Section 27-341 of the Fort Smith Unified Development Ordinance

We hereby agree to the terms and conditions with the Project Booklet, and request the City of Fort Smith to approve the zoning.

Signature: Nicole Swanson

Name: Nicole Swanson Date: 07-17-25

LIST OF OWNERS OF ALL PROPERTY TO BE REZONED

List the names and addresses of all owners of property included within the area requested by this petition to be rezoned.

NAME	ADDRESS
Huntington Circle Properties, LLC	9301 R.A. Young Jr Dr, Suite 104

AUTHORIZATION OF AGENT

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a PZD by application do hereby authorize Crafton Tull & Associates to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

	NAMES OF ALL OWNERS.	SIGNATURE OF ALL OWNERS.
1.	Huntington Circle Properties, LLC	Nicole Swanson
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

This form is necessary only when the person representing this request does not own all the property.

LETTER REGARDING RESTRICTIVE COVENANTS

Restricted covenants are regulations that are maintained and enforced by the property owners of the subject subdivision. These covenants may be found in your abstract or at the County Circuit Clerks Office. Restrictive covenants are often enforced in subdivisions with homeowner's associations and can always be more restrictive but never less restrictive than the City of Fort Smith's Zoning Regulations. *(See attached additional information on restrictive covenants)*

TO: Planning Department

SUBJECT: Legal Description of Property:

Huntington Chase Lot 144D-1

I have searched all applicable records, and to my best knowledge and belief, there are no restrictive covenants running with the above described land, except as follows:

☑ None; or

☐ Attach copy of Covenants in the application packet

Submit

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.

Issue date: July 16, 2025
Revision date: September 4, 2025

Project Booklet - Planned Zoning District (PZD)

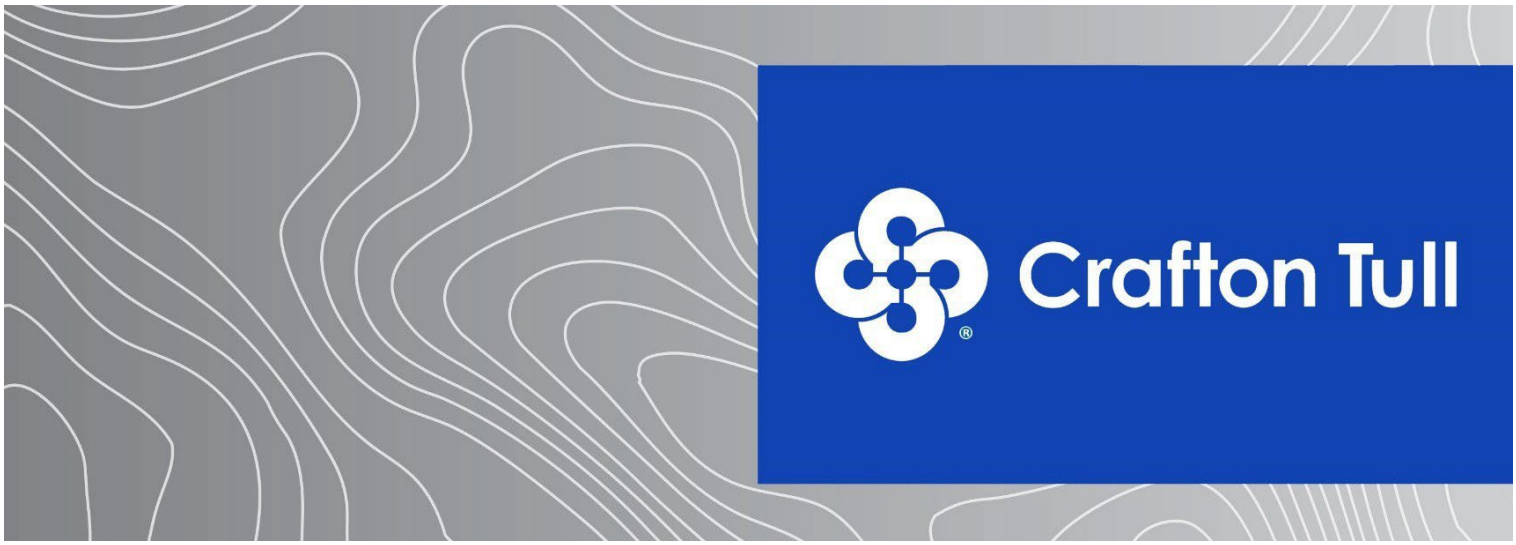
Huntingtonchase Lot 144D-1

(Pending re-plat to be known as Huntingtonchase Lot 144D-1A)

Submitted to:
City of Fort Smith Planning Department
623 Garrison Avenue, Room 331
Fort Smith, AR 72901

Owner:
Huntington Circle Properties, LLC 9301
R. A. Young Jr. Drive, Suite 104
Fort Smith, AR 72916

CT JOB NO. 22502501



Prepared by: Crafton Tull
300 N College Ave, Suite 317 | Fayetteville, AR 72701 | 479-455-2207 | www.craftontull.com

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Fayetteville, AR 72701
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3a. Reason for requesting the zoning change and response to how the proposal fulfills the intent/purpose of the Planning Zoning District

The subject site at 6210, 6220, 6212, 6230 and 6234 Massard Road is currently zoned C-3 SPL. Rezoning to PZD will promote more efficient land use, support long-term commercial viability, and facilitate the creation of a visually appealing development, exceeding minimum design standards outlined in the Unified Development Ordinance (UDO). *See Section 3j. of this booklet for detailed description.*

3b. Current ownership information (landowner/applicant and representative if applicable) and any proposed or pending property sales

Owner: Huntington Circle Properties, LLC, 9301 RA Young Jr. Dr., Ste. 104, Ft. Smith, AR 72916 (479)478-5103
Applicant: Crafton Tull & Assoc., 300 N. College Ave., Ste. 317, Fayetteville, AR 72701 (479)455-2207

3c. Comprehensive description of the scope, nature, and intent of the proposal

The PZD will include an area of 2.99 acres located on Massard Rd., south of Huntington Cir. The development will consist of three (3) individual commercial lots and one (1) common area. While allowable PZD uses will remain the same, the three lots will feature lot dimensions and setbacks reduced from those of conventional C-3 zoning standards. *See Section 3g. of this booklet for detailed description.*

3d. General project scope:

i. Street and Lot Layout

The subject development has been previously reviewed and approved by the City of Fort Smith. There are two ingress/egress access points, one at Huntington Circle and one via shared private access easement at Massard Road. Any future access and/or roadway improvements are subject to review and approval by the City of Fort Smith.

ii. Site Plan showing proposed improvements.

The subject development is fully built out, and no additional improvements are proposed. Any future development in addition to what currently exists is subject to review and approval by the City of Fort Smith.

iii. Buffer areas, screening, and landscaping

Approximately one acre (one-third) of the site falls within the Massard Zero Overlay District. Existing screening and landscaping meets applicable Overlay District and UDO requirements, per prior approvals. Existing landscaping shall be maintained in accordance with previously approved plans, and any future landscape improvements must meet or exceed Overlay District and UDO Section 27-602-3 standards.

iv. Storm water detention areas and drainage

Existing stormwater drainage facilities detention pond are previously approved by the City of Fort Smith. Existing and future stormwater management facilities will comply with the most current edition of City of Fort Smith stormwater management requirements.

v. Undisturbed natural areas

No undisturbed natural areas are present within this development.

vi. Existing and proposed utility connections and extensions

All public utility facilities serving the subject development have been previously installed and accepted by the City of Fort Smith Utilities Department. Future utility connections and extensions, if any, remain subject to applicable City of Fort Smith requirements. On-site stormwater management facilities and domestic utility connections are privately owned and maintained by the development.

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vii. Development and architectural design standards

The overall development complies with UDO standards, and any future development or redevelopment must meet or exceed these standards. Building, canopy and site lighting shall be controlled to avoid spillage onto surrounding properties and shall meet or exceed UDO Section 27-602-5 requirements.

viii. Building Elevations

As with existing building fronts within the development, future building front renovations must incorporate 100% high quality materials as defined by UDO Section 27-602-4. *Furthermore, any future exterior building remodeling and renovations must incorporate 100% high quality materials into side facades, in addition to front facades.*

ix. Proposed signage (type and size)

Approximately one acre (one-third) of the site falls within the Massard Zero Overlay District, although signage throughout the subject development must meet or exceed Overlay District and UDO Section 27-704 requirements. All stand-alone signs shall be monument signs and, if illuminated, will be backlit or lit with flood lighting. Similarly, facade and building mounted signage will meet or exceed Overlay District and UDO requirements. Existing and future signage is subject to review and permitting by the City of Fort Smith. *Pole signs are expressly prohibited.*

3e. Proposed development phasing and timeframe

This development has been fully constructed. No future development is anticipated.

3f. Identify land use designations

The City of Fort Smith land use designation is “General Commercial”.

3g. Identify area and bulk regulations

Area and Bulk Regulations

Minimum Lot Area:	8,000 s.f.
Minimum Lot Width:	70 ft.
Maximum Lot Coverage:	80%
Maximum Building Height:	35 ft. *
Minimum Street Frontage:	0 ft.
Minimum Bldg. Separation:	10 ft.

Minimum Bldg. Setbacks

Front:	5 ft.
Side:	5 ft.
Street side/Corner:	N/A
Side/Rear (Adjoining SF District/Development):	N/A
Rear:	5 ft.

* See UDO Section 27-404D Height

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3h. A chart comparing current zoning district requirements to proposed planned zoning district (PZD) requirements (density, height, intensity, bulk and area regulations, setbacks, etc.)

Table 3-1 below compares C-3 SPL zoning with the proposed PZD:

Table 3-1	**C-3 SPL**	**Proposed PZD**
Minimum Lot Area	12,000 s.f.	8,000 s.f.
Minimum Lot Width	75 ft.	70 ft
Maximum Lot Coverage	60%	80%
Maximum Building Height	35 ft.	35 ft.
Minimum Street Frontage	N/A	N/A
Minimum Bldg. Separation	10 ft.	10 ft.
Minimum Building Setbacks		
Front	25 ft.	5 ft.
Side	20 ft.	5 ft.
Street Side/Corner	15 ft.	N/A
Side/Rear (Adjoining SF District/Development)	30 ft.	N/A
Rear	20 ft.	5 ft.

3i. A chart comparing the proposed land uses and zoning district(s) where such land uses are permitted: Refer to Appendix A, Use Matrix ZONING DISTIRCTS

3j. A chart articulating how the project exceeds the UDO requirements (Ex., increased landscaping, increased high quality materials on the facade, etc.)

Any future exterior maintenance or renovation shall include 100% high quality materials on front and side facades of all buildings. Although only approximately one acre (one-third) of the site falls within the Massard Zero Overlay District, the entire 2.99-acre site shall meet or exceed Overlay District standards for landscaping and for signage, in addition to applicable UDO standards. All stand-alone signs shall be monument signs. Pole signs are expressly prohibited.

3k. Statement of how the development will relate to the existing and surrounding properties in terms of land use, traffic, appearance, and signage

The PZD land uses include permitted and conditional uses identical to those in the Commercial Moderate (C-3) zoning district. Surrounding properties are predominantly commercially zoned, with light industrial (PZD) uses to the immediate west.

3l. A traffic study when required by the Engineering Department (consult with staff prior to submittal)

The City of Fort Smith Engineering Department required no traffic study with prior development approvals. Future development, if any, will be subject to City of Fort Smith determination regarding traffic and similar studies.

3m. Statement of availability of water and sewer (state size of line)

Necessary public utilities are in place and presently serve the subject development. 8" PVC sanitary sewer is on-site to the north and west; 8" PVC water distribution main is in the adjacent Huntington Circle right-of-way to the north, and a 30" ductile iron transmission line is in the Massard Road right-of-way immediately east of the subject site.

Use Matrix - ZONING DISTRICTS	MEOS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																													
Size or density restrictions for any use may be noted in the district																													
Residence or Accommodation																													
Private Household																													
Single Family building																													
Structure: Accessory residential dwelling unit	P																		P	P	P	P	P	P	P	P	P	P	P
Structure: Detached	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P		P										
Structure: Duplex	P									P	P	P	P	P	P	P	P		P										
Structure: Guest house	P	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A		A										
Structure: Manufactured home																P													
Structure: Mobile home park																C													
Structure: Mobile home subdivision																C													
Structure: Row house	P								P							P													
Structure: Zero lot line dwelling unit	P								P							P													
Multifamily development	P												P	P	P	P	C				P	P	P	P	P				P
Community residential facility	P													P	P	P					P	P	P	P	P				P
Group home, family		P	P	P	P	P	P		P	P	P	P	P	P	P	P	P		P										
Group home, neighborhood													P	P	P	P					P	P	P	P	P				P
Homeless shelter																								C	C	C			
Displaced Youth Housing													C	C	C						C	C	C	C	C	C			C
Orphanage																					C	C	C	C	C				C
Transitional dwelling																P													
Housing for the Elderly																													
Assisted living	P												C	C	C	C	C		C		P	P	P	P	P				P
Retirement housing	P												P	P	P	P	P		P		P	P	P	P	P				P
Hotels, Motels, or other Accommodations																													
Bed and breakfast inn	P												C	C	C	C	C		C	C	P	P	P	P	P				P
Dormitory, sorority, fraternity	P												C	C	C	C					C	C	C	C	C				C
Hotel/motel	P																						P	P	P				
Rooming or boarding house													C	C	C	C					P	P	P	P	C				P
General Sales or Services																													
Automobile Sales or Service																													
Auto & vehicle impoundment or holding yard (no salvage)																								C		P	P	P	
Auto and vehicle dealer	P																							P	C	P	P	P	
Auto and vehicle dealer (indoors)	P																						P	P	C	P	P	P	
Auto and vehicle towing (wrecker)	P																							P		P	P	P	
Auto auction																										P	P	P	
Auto body shop and paint (new parts)	P																							C		P	P	P	
Auto detailing service	P																				C	P	P	P	C	P	P	P	P
Auto glass, muffler, and seatcover shop	P																				C	C	C	P		P	P	P	C
Auto parts and accessories sales	P																				C	P	P	P	P	P	P	P	P
Auto quick lube	P																					P	P	P	P	P	P	P	P
Auto repair	P																							P		P	P	P	
Auto repair or assembly (salvage parts)																												P	
Boat or marine craft dealer	P																							P		P	P	P	
Car wash - full service	P																							P		P			
Car wash self-service	P																				C	P	P	P	C	P			P
Gasoline service station	P																						P	P		P	P	P	
Motorcycle or ATV sales & service	P																							P		P	P	P	
Tire sales (Indoors)	P																						P	P		P	P	P	
Tire sales	P																									P	P	P	

Use Matrix - ZONING DISTRICTS	MEOS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																													
Truck stop/travel plaza	P																							C		C	C		
Heavy Consumer Goods Sales or Service																													
Agricultural equipment and supplies (sales & service)	P																							P	P	P	P	P	
Appliance repair - (Large)	P																							P		P	P	P	
Appliance repair (Small)	P																					P	P	P	P	P	P	P	P
Bus, truck sales and service																								P		P	P	P	
Cellular phone and accessory sales	P																				P	P	P	P	P	P			P
Clothing and personal items (repair)	P																				P	P	P	P	P				P
Commercial,industrial machinery & equipment (sales & service)																								P		P	P	P	
Department store, warehouse club or superstore	P																						P	P					
Computer and software shop	P																			P	P	P	P	P	P	P			P
Electronics and appliances (new)	P																				P	P	P	P	P	P			P
Electronics and appliances (used)	P																							P		P			
Floor, paint, wall coverings, window treatments	P																					P	P	P	P	P			P
Furniture or home furnishings (new)	P																				P	P	P	P	P	P			P
Furniture or home furnishings (used)	P																							P	P	P			
Furniture repair and upholstery shop	P																							P		P	P	P	
Greenhouse (sales)	P																						P	P	P	P			
Hardware store	P																					P	P	P		P			P
Hardware store (neighborhood)	P																				P				P	P			
Home improvement center	P																						P	P		P			
Lawn and garden supplies	P																				C	P	P	P	P	P			P
Locksmith	P																			P	P	P	P	P	P	P			P
Lumber yard and building materials	P																									P	P	P	
Mall	P																						P	P					
Manufactured home and mobile home sales and service																								P		P	P	P	
Oil and gas equipment (sales and service)																										P	P	P	
Sand, gravel, stone, or earth sales and storage																								C		P	P	P	
Shopping center	P																				P	P	P	P					P
Swimming pool sales and supply store (w/o storage yard)	P																					P	P	P	P	P			P
Truck or tractor sales and service facility																								P		P	P	P	
Durable Consumer Goods Sales or Service																													
Bait and tackle shop																						P	P	P	P	P			P
Bicycle sales and service																				C	C	P	P	P	C	P			P
Bicycle sales and service (no outside storage)	P																			P	P	P	P	P	P	P			P
Bookstore	P																P			P	P	P	P	P	P	P			P
Bridal shop	P																P		P	P	P	P	P	P	P	P			P
Cameras, photographic supplies and services	P																P			P	P	P	P	P	P	P			P
Clothing, jewelry, luggage, shoes, accessories	P																C			P	P	P	P	P	P	P			P
Gift shop	P																P			P	P	P	P	P	P	P			P
Sewing machine store (sales & service)	P																				P	P	P	P	P	P			P
Sporting goods, toys, & musical instruments	P																				P	P	P	P	P	P			P
Thrift store																					P	P	P	P	P	P			P
Consumer Goods, Other																													
Antique shop	P																P			P	P	P	P	P	P	P			P
Art dealers, art studio, galleries, supplies	P																P			C	P	P	P	P	P	P			P
Arts and craft shop	P																P			P	P	P	P	P	P	P			P
Flea market (indoor)																								P	P	P			
Flea market (outdoor)																										C			
Florist shop	P																P			P	P	P	P	P	P	P			P

Use Matrix - ZONING DISTRICTS	MEOS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																													
Hobby shop	P																P			P	P	P	P	P	P	P			P
Office supply store	P																					P	P	P	P	P			P
Pawnshop																								P		P			
Pawnshop (no outside storage)																						P	P	P	P	P			P
Tobacco shop	P																			P	P	P	P	P	P	P			P
Grocery, Food, Beverage, Dairy																													
Bakery or confectionery shop	P																P			P	P	P	P	P	P	P			P
Beer, wine and liquor store (with drive-through)	P																				C	P	P	P	P	P			P
Beer, wine and liquor store (without drive-through)	P																				P	P	P	P	P	P			P
Convenience store (with gasoline sales)	P																				C	P	P	P	P	P			P
Farmer's market	P																				P	P	P	P	P	P			P
Fruit and vegetable store	P																P			C	P	P	P	P	P	P			P
Grocery store or supermarket	P																P			P	P	P	P	P	P	P			P
Neighborhood store	P																P				P	P	P	P	P	P			P
Health and Personal Care																													
Cosmetics, beauty supplies, and perfume stores	P																			P	P	P	P	P	P	P			P
Medical appliance services	P																				P	P	P	P	P	P			P
Optical shop	P																			P	P	P	P	P	P	P			P
Pharmacy or drug store	P																			P	P	P	P	P	P	P	P	P	P
Finance and Insurance																													
Auto insurance claims office	P																				P	P	P	P		P			P
Automatic teller machine	P																		P	P	P	P	P	P	P	P			P
Bank, credit union, or savings institution	P																		P	P	P	P	P	P	P	P			P
Credit and finance establishment	P																		P	P	P	P	P	P	P	P			P
Fund, trust, or other financial establishment	P																P		P	P	P	P	P	P	P	P			P
Insurance office	P																P		P	P	P	P	P	P	P	P			P
Investment banking, securities, and brokerages	P																P		P	P	P	P	P	P	P	P			P
Rental and Leasing																													
Auto (rental and leasing)	P																							P		P	P	P	
Commercial, industrial machinery & equipment	P																							P		P	P	P	
Consumer rental center	P																				P	P	P	P	P	P			P
Oil and gas field equipment																										P	P	P	
Video, music, software	P																				P	P	P	P	P	P			P
Business, Professional, Scientific, and Technical Services																													
Professional Services																													
Abstract services	P																P		P	P	P	P	P	P	P	P			P
Accounting, tax, bookkeeping,payroll	P																P		P	P	P	P	P	P	P	P			P
Advertising and media services	P																P		P	P	P	P	P	P	P	P			P
Architectural, engineering	P																P		P	P	P	P	P	P	P	P			P
Carpet and upholstery cleaning	P																					P	P	P	P	P	P	P	P
Consulting services	P																P		P	P	P	P	P	P	P	P			P
Extermination and pest control	P																							P		P	P	P	
Graphic, industrial, interior design	P																P		P	C	P	P	P	P	P	P			P
Investigation and security services	P																	P				P	P	P	P	P	P		P
Janitorial services	P																					P	P	P	P	P	P		P
Legal services	P																P		P	P	P	P	P	P	P	P			P
Medical laboratory	P																									P	P	P	
Medical laboratory (no animal research/testing)	P																					C	C	C	C	P	P		C
Offices, corporate	P																P		P	P	P	P	P	P	P	P			P
Offices, general	P																P		P	P	P	P	P	P	P	P	P	P	P

Use Matrix - ZONING DISTRICTS	MEOS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																													
Property management services (office only)	P																P		P	P	P	P	P	P	P	P			P
Real estate agency	P																P	P	P		P	P	P	P	P	P			P
Travel arrangement and reservation services	P																P	P	P		P	P	P	P	P	P			P
Administrative Services																													
Business support services	P																P		P	P	P	P	P	P	P	P			P
Collection agency	P																P		P	P	P	P	P	P	P	P			P
Employment agency	P																					P	P	P	P	P			P
Employment agency (day labor)																								P		P			
Facilities support services	P																P		P	P	P	P	P	P	P	P			P
Office and administrative services	P																P		P	P	P	P	P	P	P	P			P
Telemarketer/call center	P																					P	P	P	P	P			P
Food Services																													
Bar or tavern	P																				C	C	C	P	P	P			C
Beer garden	P																					C	C	C	P	C			C
Catering service	P																				P	P	P	P	P	P			P
Food distribution center																										P	P		
Microbrewery/microwinery/microdistillery	P																				C	C	P	P	P	P	P	P	C
Mobile food services	P																							P		P	P		
Restaurant	P																P			C	P	P	P	P	P	P			P
Restaurant (with drive-in services)	P	cluding noise, traffic, lighting, odors, and hours of operation. Products are primarily assembl																				P	P	P		P			P
Restaurant (with drive-through services)	P																				C	P	P	P	P	P			P
Restaurant (with outdoor dining)	P																				P	P	P	P	P	P			P
Restaurant (with outdoor dining within 300 feet of property zoned or developed for resi	P																				C	C	C	C	P	C			C
Specialty Manufacturing	P																				C	C	P	P	C	P			C
Vending																								P		P	P		
Personal Services																													
Bail bonds office	P																							P	P	P	P		
Barber shop/salon/spa/massage services																	P			C	P	P	P	P	P	P			P
Laundry (commercial/industrial)																										P	P	P	
Laundry and cleaning facilities (self-service)	P																			P	P	P	P	P		P			P
Laundry, cleaner	P																				P	P	P	P		P			P
Laundry, cleaner (drop-off station)	P																			P	P	P	P	P	P	P			P
Photocopy shop	P																			P	P	P	P	P	P	P			P
Photography studio	P																P			P	P	P	P	P	P	P			P
Print shop	P																				P	P	P	P	P	P	P		P
Shoe repair shop	P																P			P	P	P	P	P	P	P			P
Tailor shop	P																P			P	P	P	P	P	P	P			P
Tanning salons																	P			C	P	P	P	P	P	P			P
Tattoo/body piercing parlor	P																				P	P	P	P	P	P			P
Weight loss centers																					P	P	P	P	P	P			P
Pet and animal services	P																												
Animal and pet services (indoor)	P																				P	P	P	P	P	P	P	P	P
Animal and pet services (outdoor)	P																							P		P	P	P	
Animal shelter	P																						P	P		P	P	P	
Equestrian facilities	P																									P	P	P	
Kennels	P																							P		P	P	P	
Pet cemetery	P																				C	C	C	C		C	C	C	C
Pet shop	P																				C	P	P	P	P	P			P
Pet supply store	P																				P	P	P	P	P	P	P	P	P
Veterinary clinic (no outdoor kennels)	P																				P	P	P	P	P	P	P	P	P

Use Matrix - ZONING DISTRICTS	MEOS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																													
Veterinary clinic (with outdoor kennels)																								P		P	P	P	
Automobile Parking Facilities	P																												
Parking garage	P																					C	C	P	C	P	P	P	C
Parking lot (commercial)	P																							P	C	P	P	P	
Parking lot (off site) (See Section 27-601-11)																	C		C	C	P	P	P	P	C	P	P	P	P
Manufacturing and Wholesale Trade																													
Food, Textiles and Related Products																													
Animal food processing																										C	C	P	
Clothing manufacturing	P																									P	P	P	
Food and beverage processing																										P	P	P	
Leather and allied products																												P	
Textiles																											P	P	
Tobacco manufacturing																											P	P	
Wood, Paper and Printing Products																													
Cabinet and woodwork shop																										P	P	P	
Furniture or home furnishings																											P	P	
Manufacturing, boxes/containers/corrugated																										P	P	P	
Manufacturing, packaging material	P																									P	P	P	
Paper and printing materials																										P	P	P	
Wood products manufacturing plant																											P	P	
Chemicals, Metals, Machinery, and Electronics Mfg.																													
Acid manufacturing																												P	
Asphalt or concrete batching plant (permanent)																												P	
Chemicals, plastics and rubber industry																											C	P	
Electrical equipment, applicance and components mfg.																										P	P	P	
Explosives manufacturing																												C	
Foundary or metal-works facility																											P	P	
Laboratory (manufacturing)																										P	P	P	
Machine, welding, or sheet metal shop																										P	P	P	
Nonmetallic manufacturing																											C	P	
Petroleum and coal products	P																											C	
Pharmaceutical manufacturing																										P	P	P	
Refinery																												C	
Tire retreading																												P	
Miscellaneous Manufacturing																													
Auto manufacturing																											P	P	
Barge and ship manufacturing																												P	
Boat manufacturing																										P	P	P	
Dolls, toys, games, musical instruments																										P	P	P	
Jewelry and silverware																										P	P	P	
Manufacturing, batteries																										P	P	P	
Manufacturing, fibergass																											P	P	
Manufacturing, foam products																											P	P	
Manufacturing, heavy																												P	
Manufacturing, light																										P	P	P	
Manufacturing, medium																											P	P	
Manufacturing, motors, drives, and generators																											P	P	
Office supplies																										P	P	P	
Wholesale Trade Establishment	P																												
Durable goods	P																							P	P	P	P	P	

Use Matrix - ZONING DISTRICTS	MEOS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	**C-3**	C-4	C-5	C-6	I-1	I-2	I-3	**PZD**
DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																													
Electrical, plumbing, heat & air conditioning	P																									P	P	P	
Nondurable goods																								P	P	P	P	P	
Warehouse and Storage Services																													
Auto salvage yard																												P	
Building materials salvage yard																											P	P	
Bulk petroleum storage																												P	
Container storage	P																									C	P	P	
Mini storage warehouse (climatized) See section 27-707																										DP	DP	DP	
Mini storage warehouse (non-climatized) See section 27-707																										DP	DP	DP	
Packaging and distribution center																										P	P	P	
Petroleum distribution facility																										C	P	P	
Portable storage Unit																										P	P	P	
Vehicle storage yard	P																									P	P	P	
Warehouse																										P	P	P	
Transportation, Communication, Information and Utilities																													
Transportation Services																													
Airport																										P	P	P	
Bus station and terminal	P																							C	C	C	C	C	
Courier and messenger services																					C	P	P	P	P	P	P	P	P
Ferry boat facility																										P	P	P	
Heliport																						A	A	A	A	P	P	P	A
Limousine service	P																							P	C	P	P	P	
Mail services																				C	C	P	P	P	P	P	P	P	P
Marina																										P	P	P	
Motor freight terminal																										P	P	P	
Moving and storage																										P	P	P	
Moving company																								P		P	P	P	
Pipeline transportation																											P	P	
Port facility																											P	P	
Rail transportation																									P	P	P	P	
Taxicab service																								P		P	P	P	
Communications and Information	P																												
Commercial communication towers	P	C	C	C	C	C	C		C	C	C	C	C	C	C	C				C	C	P	P	P	C	P	P	P	P
Data processing facility	P																				C	P	P	P	P	P			P
Data Center																										C	P	P	
Motion pictures and sound recording studios																						P	P	P	P	P	P	P	P
Printing commercial/industrial	P																									P	P	P	
Telecommunications and broadcasting studios																						P	P	P	P	P	P	P	P
Utilities and Utility Services																													
Amateur radio transmitting towers				C	C	C	C		C	C	C	C	C	C	C	C				C	C	P	P	P	C	P	P	P	P
Electric power plant																										C	C	P	
Hazardous waste treatment and disposal																												C	
Incinerator																												P	
Nuclear power plant	P																											C	
Radio, television, and microwave transmitting towers																					C	P	P	P	C	P	P	P	P
Recycling center																										C	P	P	
Recycling collection station																					C	C	C	C	C	P	P	P	C
Sanitary landfill																												P	
Solid waste collection																											P	P	
Utility shop, storage yard or building	P																							C		P	P	P	

Use Matrix - ZONING DISTRICTS	MEOS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																													
Utility substation		C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	P	P	P	C
Wastewater treatment plant																											P	P	
Arts, Entertainment, and Recreation																													
Performing Arts or Supporting Establishments																													
Drive-in theater	P																							C		C			
Movie theater	P																						P	P	P	P			
Performance theater																	P						P	P	P	P			
Carnival or circus (temporary with permit)																					P	P	P	P	P	P	P		P
Fairground/rodeo ground																								P		P	P		
Museums and Other Special Purpose Recreational Institutions	P																												
Historical or archaeological institution	P																P								C	C			
Museum	P																P				C	C	C	C	P	C			C
Zoos, botanical gardens, arboreta																								C	P	C	C		
Amusement, Sports, or Recreation Establishment	P																												
Amusement center (indoor)	P																				P	P	P	P	P	P			P
Amusement center (outdoor)	P																							C	C	C	C		
Convention/Event center																					C	C	P	P	P	P			C
Bingo parlor																							P	P	P	P			
Casino gaming business																										C	C	C	
Country club		C	C	C	C	C	C		C	C	C	C	C	C	C	C			C	C	C	C	C	C					C
Dance hall/night club	P																						P	P	P	P			
Private club																							P	P	P	P			
Race track																											C	C	
Fitness, Recreational Sports, Athletic Club	P																												
Bowling alley	P																				C	P	P	P	P	P			P
Community recreation center	P											C	C	C	C	C				C	C	C	C	C	C	C			C
Driving range (outdoor)																							C	P	P	P	P	P	
Golf course				C	C	C	C		C	C	C	C	C	C	C	C				C	C	C	C	C		C	C	C	C
Pistol Range (Indoor)	P																							C	C	C	C	C	
Health club	P																P				C	C	P	P	P	P	P		C
Fitness studio																	P				P	P	P	P	P	P			P
Indoor Games Facility	P																												
Miniature golf course																						P	P	P	P	P			P
Pool hall																					C	C	C	P	P	P			C
Sexually oriented business (see Ft. Smith Muni. Code Sec.14-141)																								P			P	P	
Skating rink	P																						P	P	P	P			
Sports complex/athletic field	P																							C	C	C	C		
Swimming pool																					C	C	C	P	C	C			C
Water park																								C		C			
Camps, Camping, and Related Establishments	P																												
Camps, camping, and related establishments																								C		P	P		
Natural and Other Recreational Parks	P																												
Park or playground (public and nonpublic)		C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C
Education, Public Administration, Health Care and Other Institutions																													
Educational Services	P																												
College, university, or seminary	P	C	C	C	C	C	C		C	C	C	C	C	C	C	C			C		C	C	C	C	C	C			C
Fine art and performance education	P															C	C		C	C	C	C	C	C	C	C			C
Library or public arts complex	P			C	C	C	C		C	C	C	C	C	C	C	C	C		C		C	C	C	C	C	C			C
Nursery school	P	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C			C
Preschool	P	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C			C

Use Matrix - ZONING DISTRICTS	MEOS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																													
Primary and secondary school	P	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C		C	C	C	C	C	C			C
School, business professional	P															C	C		C	C	C	C	C	C	C	C			C
School, technical or trade																							C	C	C	C	C		
Public Administration - Government																													
Criminal justice facility																									C	C	C		
Detention facility	P																								C	C	C		
Government office																	P			P	P	P	P	P	P	P			P
Public Safety	P																												
Emergency response station	P																		C	P	P	P	P	P	C	P	P	P	P
Fire and rescue station		C	C	C	C	C	C		C	C	C	C	C	C	C	C	P		C	P	P	P	P	P	P	P	P	P	P
Police station	P																			C	C	C	C	C	C	C	C	C	C
Police substation (no incarceration)		C	C	C	C	C	C		C	C	C	C	C	C	C	C	P		C	P	P	P	P	P	P	P	P	P	P
Health and Human Services																													
Community health and welfare clinic	P																					C	C	C	C	C			C
Diagnostic laboratory testing facility	P																		C		C	C	C	P	C	P			C
Doctor office and clinic																	P		P		P	P	P	P	P	P	P		P
Hospice residential care facility	P																		P		P	P	P	P	P	P			P
Hospital																			C		P	P	P	P	P	P			P
Mental health hospital	P																		C		C	C	C	C	C	C			C
Nursing home																			C		C	C	C	C					C
Substance abuse treatment facility	P																		C		C	C	C	C					C
Substance abuse treatment facility (outpatient only)																					C	C	C	P		P	P		C
Social Assistance, Welfare, and Charitable Services	P																		C										
Child and youth services (office)																				P	P	P	P	P	P				P
Day care Home (12 or less)	P	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C										
Day care center	P																C				C	C	C	C	C	C	C		C
Shelter for abused persons	P																				C	C	C	C	C	C			C
Community food services	P																							C	C	C			
Emergency and relief services	P																					P	P	P		P			P
Family support services	P																							P	P	P			
Senior citizen center	P												C	C	C	C	C		C	C	C	C	C	C	C	P			C
Vocational rehabilitation																								C		C	C		
Religious Institutions	P																												
Church, synagogue, temple, mosque	P	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C			C
Rectory, convent, monastery													C	C	C	C	C		C	A	A	A	A	A	A	A			A
Note: educational/hospital facilities owned or run by																													
religious institutions are classified by use not ownership	P																												
Wedding chapel																	P				P	P	P	P	P	P			P
Death Care Services																													
Cemetery, mausoleum, crematorium, funeral home, & mortuary																					C	C	C	C		C			C
Monument (manufacturing)																										P	P		
Monument (sales)																					P	P	P	P		P	P		P
Associations, Nonprofit Organizations																													
Lodge or fraternal organization																	C				C	C	C	C	C	P	P		C
Construction-Related Businesses	P																												
Contractor's office																			P	P	P	P	P	P	P	P	P	P	P
Contractor's shop and storage yard																								C		P	P	P	
Glass sales and service																								P		P	P	P	
Landscaping contractor																								C		P	P	P	
Sign contractor																								C		P	P	P	

Use Matrix - ZONING DISTRICTS	MEOS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	PZD
DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																													
Mining and Extraction Establishments																													
Coal mining																												C	
Metallic mining																											C	P	
Non-metallic manufacturing and mining																											C	P	
Agriculture, Forestry, Fishing, and Hunting																													
Grain storage and processing																											C	P	
Livestock yard, feed lot, holding pens, and auction facility																											C	C	
Commercial grower																										P	P	P	
Tanning and Slaughtering of Animals or Fowl																													
Animal slaughter and processing																											C	C	
Note: Section 4-5 of the Fort Smith Municipal Code prohibits																													
the collection or keeping of hogs or swine within the																													
Fort Smith city limits																													
Forestry and Logging																													
Fishing, Hunting and Trapping, Game Preserves	P																												
Taxidermy shop																								P		P	P		

MINOR SUBDIVISION PLAT
OF
HUNTINGTONCHASE LOT 144D-1
BEING A REPLAT OF LOT 144D-1 OF
HUNTINGTONCHAE LOTS 144C-1 & 144D-1
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

PROJECT INFORMATION

SURVEY DESCRIPTION:
HUNTINGTONCHASE LOT 144D-1, AN ADDITION TO THE CITY OF FORT SMITH,
SEBASTIAN COUNTY, ARKANSAS (FILED-_____)

PLAT CERTIFIED CORRECT:



For Review
08/07/2025 at 2:22:42 PM
by JEREMY A. LAWSON

JEREMY A. LAWSON PS #1741, 8/7/2025

STATE OF ARKANSAS
COUNTY OF_____
SWORN AND SUBSCRIBED
BEFORE ME THIS_____DAY OF _____20__

NOTARY PUBLIC_____
MY COMMISSION EXPIRES_____

ALLOTTERS:

_____
ERC HOLDINGS, LLC / NICOLE SWANSON, MANAGER

_____
HUNTINGTON CIRCLE PROPERTIES, LLC / NICOLE SWANSON, MANAGER

PLANNING COMMISSION APPROVAL

DATE: _____

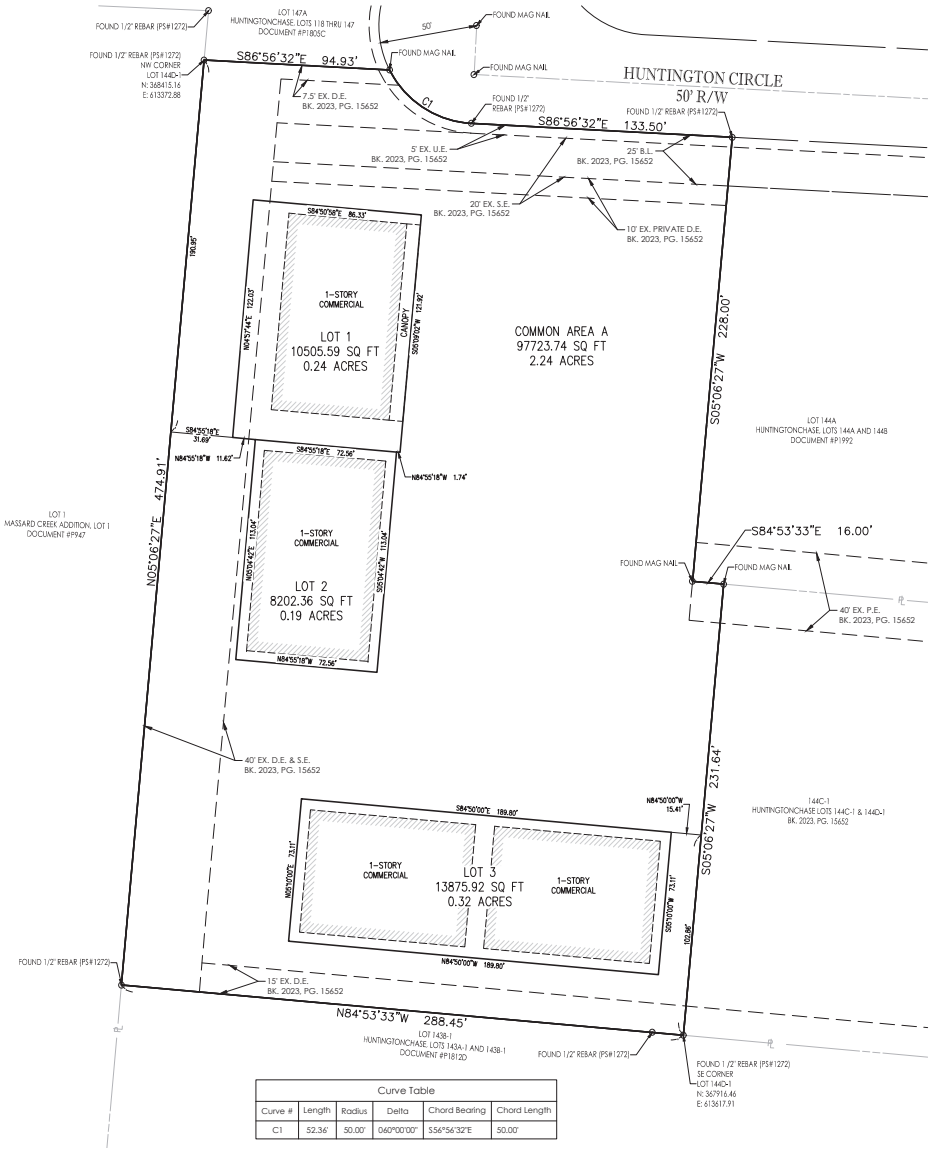
CHAIRMAN: _____

SECRETARY: _____

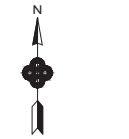
LEGAL DESCRIPTION

Lot 144D-1, Huntingtonchase Lots 144C-1 & 144D-1, an addition to the City of Fort Smith, Sebastian County, Arkansas.

The foregoing legal description was prepared by Jeremy A. Lawson on 8/7/2025 in conjuction with Crafton Tull & Associates Project 22502501, the basis of control is Arkansas North NAD83 2011 EPOCH 2010.0, NAVD88, and describes the same property which is described in Deed Book 2017 at Page 26677 and Deed Book 2020 at Page 12604 of the records of the aforementioned Sebastian County.



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	52.36'	50.00'	060°00'00"	S56°56'32"E	50.00'



DEDICATION

The Right-Of-Way as shown on this plat is hereby dedicated to the City of Fort Smith for public use. The easements shown on the plat are hereby dedicated to the city for utility, drainage, access, and other purposes. Any easement designated as a "utility easement" is dedicated to the city for the installation, operation and maintenance of city-owned utilities and utilities including cable tv, operated by utility companies having a franchise agreement with the city. the city and city franchised utility companies shall have access through and along designated easements for their personnel and equipment at all times with the authority to cut down and keep trimmed for the dedicated easements trees, hedges, and shrubs that may interfere with or endanger such utilities. In the event that fencing of individual lots is desired, gates that provide free ingress and egress to, and within the dedicated easements shall be provided.

GENERAL NOTES

1. This plat of survey meets the minimum standards set forth in Standards of Practice No. 1: Arkansas Standards of Practice for Property Boundary Surveys and Plats as adopted by the Division of Land Surveys of the Arkansas Geographic Information Systems Office and enforced byt the Arkansas State Board of Licensure for Professional Engineers and Professional Surveyors in the Arkansas Standards of Practice for Property Boundary Surveys and Plats and further certify that plat meets said standards and accurately represents said survey
2. Monuments shall be as follows:
   Magnetic Nail with Washer stamped "PS# 1741" for all Paved Surfaces or
   5/8" Iron Rod with a Plastic Cap stamped "PS# 1741"
3. Any addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal description.
4. The total acreage of this subdivision is 2.99± acres.

FLOOD NOTE

Subject Tract does not fall within a Special Flood Hazard Area, as described on the Flood Insurance Rate Maps for the community in which the Property is located.
Zone X (Unshaded) - Areas determined to be outside the 1% and 0.2% annual chance floodplains.

FIRM PANEL: 05131C0130F
EFFECTIVE DATE: 3/2/2012

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

Legend

PROPERTY LINE
EX. EASEMENT
EX. LOT LINE
EX. PLATTED CENTERLINE
EX. R/W
TIE LINE

⊙ FOUND MONUMENT (AS NOTED) BUILDING
EX. EXISTING
ESMT. EASEMENT
S.E. SANITARY SEWER EASEMENT
D.E. DRAINAGE EASEMENT
P.E. PRIVATE ACCESS EASEMENT
U.E. UTILITY EASEMENT
B.L. BUILDING SETBACK

NOTE: NOT ALL ITEMS IN LEGEND MAY BE FOUND IN DRAWING.
ALL SET MONUMENTS EITHER 5/8" IRON PINS W/ CAPS OR MAG NAILS WITH ALUMINUM SHINERS STAMPED WITH SURVEYOR'S LICENSE NUMBER UNLESS OTHERWISE NOTED

DRAWING ID: C:\2025\01_DPC\SHARED\CAD\PLAT\PLAT\PLAT\PLAT.DWG, 8/7/2025 2:41:17 PM, LAWSON, JEREMY A.
LAST EDITED BY: LAWSON, JEREMY A. ON 8/7/2025 2:41:17 PM
PLOTTED BY: LAWSON, JEREMY A. ON 8/7/2025 2:41:17 PM

MINOR SUBDIVISION PLAT
FOR
ERC CREATE, LLC

HUNTINGTONCHASE LOT 144D-1
FORT SMITH,
SEBASTIAN COUNTY , ARKANSAS

Crafton Tull
65 Bradley Cove Road
Russellville, AR 72802
(479) 968-1885
www.craftontull.com

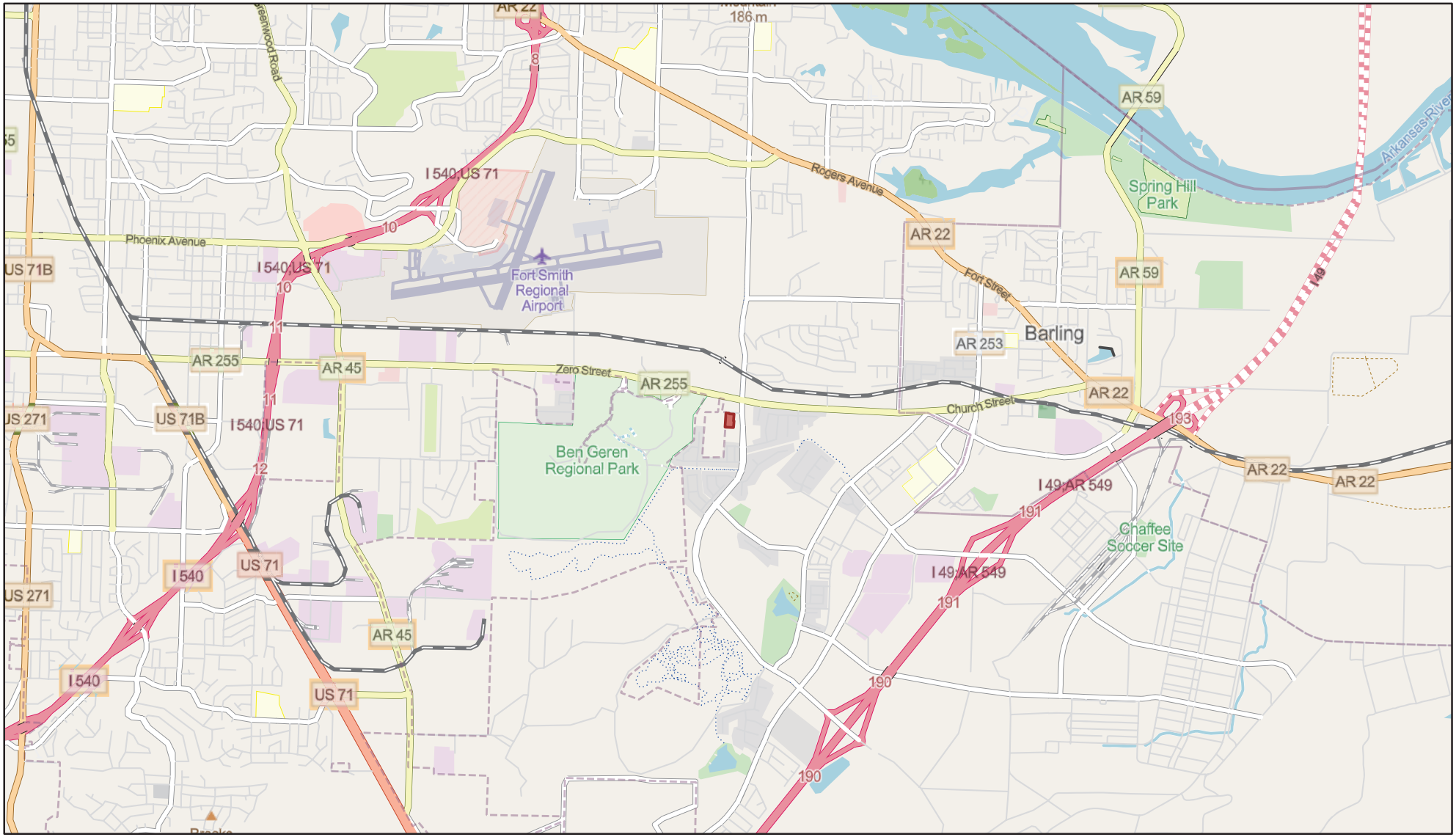
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109

ORIGINAL DATE		8/7/25
REV #	REVISION DESCRIPTION	Date

© 2025 Crafton, Tull & Associates, Inc.

PLOT DATE	CREW CHIEF	FIELD QC	DRAWN	QA/QC	SHEET NO	PROJECT NO
08/07/2025	KB	LK	SC	LK	1	22502501

Rezoning #27-9-25 – A request by Crafton Tull, agent for Huntington Circle Properties, LLC, for a zone change from Commercial Moderate Special (C-3 SPL) to a Planned Zoning District (PZD) at 6210, 6220, 6212, 6230, and 6234 Massard Road.



8/22/2025, 4:04:34 PM

1:66,092

0 0.45 0.9 1.8 mi

0 0.75 1.5 3 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #27-9-25 – A request by Crafton Tull, agent for Huntington Circle Properties, LLC, for a zone change from Commercial Moderate Special (C-3 SPL) to a Planned Zoning District (PZD) at 6210, 6220, 6212, 6230, and 6234 Massard Road.



8/22/2025, 4:00:33 PM

Subdivisions

Roads

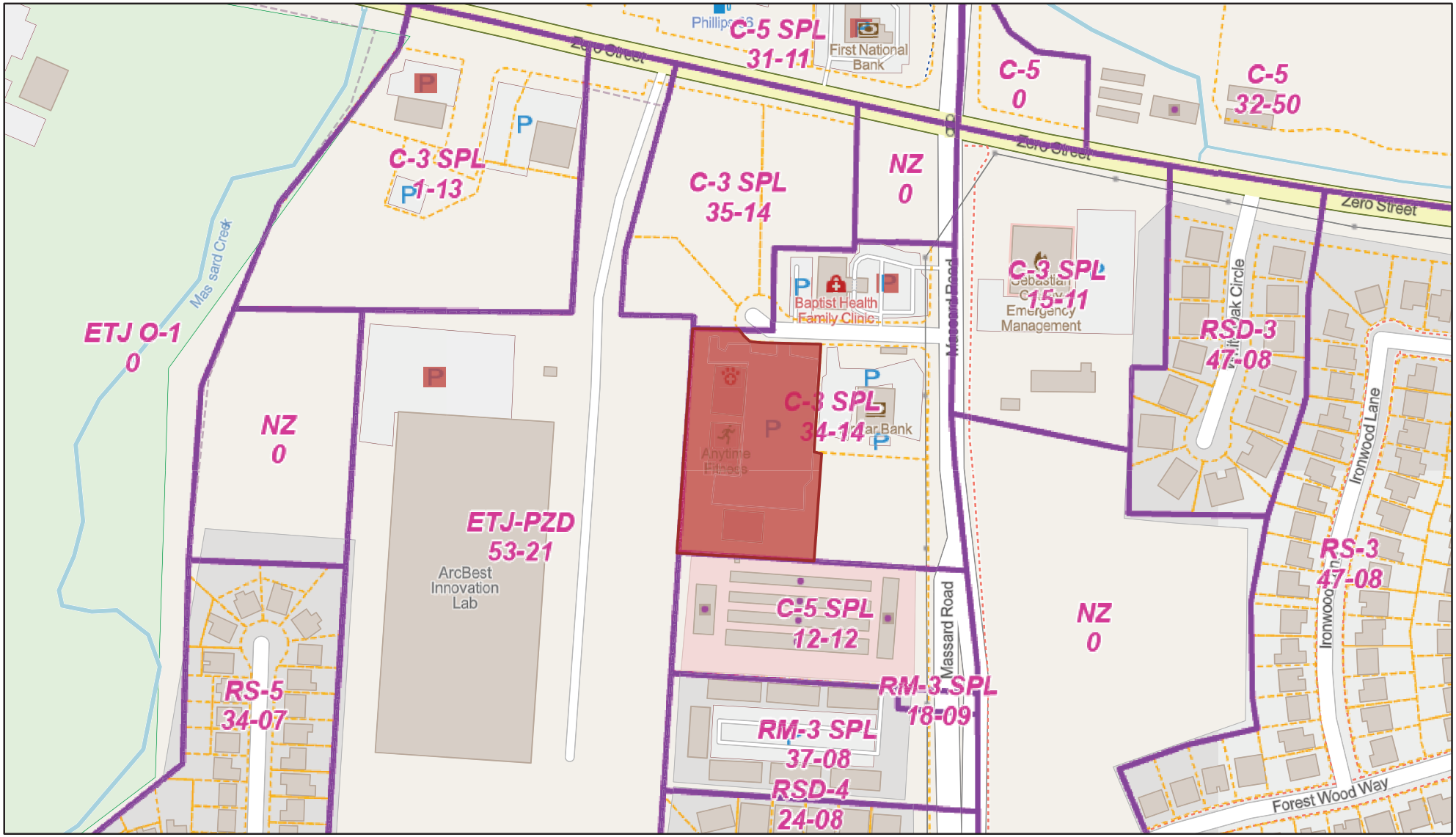
1:4,131

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #27-9-25 – A request by Crafton Tull, agent for Huntington Circle Properties, LLC, for a zone change from Commercial Moderate Special (C-3 SPL) to a Planned Zoning District (PZD) at 6210, 6220, 6212, 6230, and 6234 Massard Road.



8/22/2025, 4:03:19 PM

Zoning

Subdivisions

1:4,131

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

City of Fort Smith Planning & Zoning

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: October 1, 2025

SUBJECT: Master Land Use Plan Amendment #15-9-25 from General Commercial to Office, Research, and Light Industrial, Rezoning #28-9-25 from Commercial Heavy (C-5) to Industrial Light (I-1) at 6000, 6100, and 6120 Prairie Drive

SUMMARY

On September 9, 2025, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications.

The property, containing an area of 6.27 acres, is located on the west side of Prairie Drive between Industrial Drive and Regions Park. The proposed Master Land Use Plan Amendment to General Commercial and zoning to Industrial Light (I-1) will facilitate construction of a 35,252 s.f. electrical, plumbing, heat and air conditioning (wholesale trade establishment).

A neighborhood meeting was held on August 28, 2025. No neighboring property owners were in attendance.

At the Planning Commission meeting, Mr. Wayne Stephenson was present to represent these applications. There were none present to speak in favor or opposition of the items.

The Planning Commission voted seven (7) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map.

Please contact me if you have any questions.

ATTACHMENTS

1. Ordinance (17).pdf
2. Backup 6000 6120 Prarie.pdf

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP, REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission held a public hearing to consider request No. 15-9-25 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on September 9, 2025, that said change be made; and,

WHEREAS, the City Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan; and,

WHEREAS, the City Planning Commission held a public hearing to consider request No. 28-9-25 to rezone certain property, and, having considered said request, recommended on September 9, 2025, that said change be made.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

SECTION 1: The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from General Commercial to Office, Research, and Light Industrial and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

Lots 33, 34, 35, and 36 Regions Business Park, an addition to the City of Fort Smith Arkansas, according to Plat filed October 12, 2000. Less and except all minerals and mineral rights,

more commonly known as 6000, 6100, and 6120 Prairie Drive.

SECTION 2: The real property described in Section 1 is hereby rezoned from Commercial Heavy (C-5) to Industrial Light (I-1)

SECTION 3: It is hereby found and determined that the adoption of the amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and property of the inhabitants of the City requires that the above amendment be effective, and the amendment is hereby made effective as of date of approval of this Ordinance.

PASSED AND APPROVED THIS_____DAY OF _____, 2025.

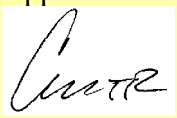
ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



_____
Publish One Time

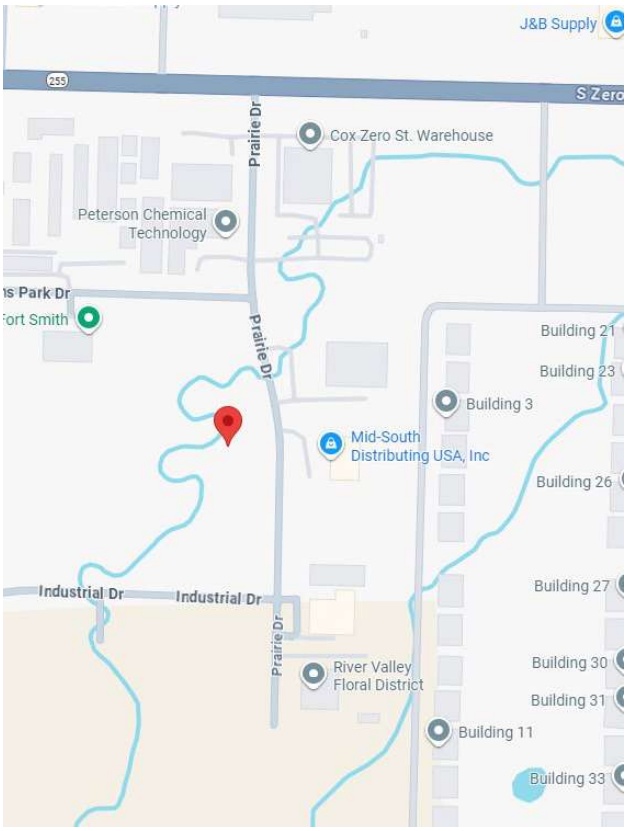
PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
AGENDA
BLUE LION DOWNTOWN, 101 N 2ND ST
SEPTEMBER 9, 2025
5:30 P.M

13. **Master Land Use Plan Amendment #15-9-25 – A request by Wayne Stephenson, agent for KKJ Wholesale Inc., for a master land use plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6000, 6100, and 6120 Prairie Drive.**

    Chairman McCaffrey called for a motion on item 13. Commissioner Taylor moved, seconded by Commissioner Newton, to approve with staff comments. Chairman McCaffrey called for a vote. The vote was seven (7) in favor and zero (0) opposed.

14. **Rezoning #28-9-25 – A request by Wayne Stephenson, agent for KKJ Wholesale Inc., for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6000, 6100, and 6120 Prairie Drive.**

    Chairman McCaffrey called for a motion on item 14. Commissioner Wilson moved, seconded by Commissioner Tyler, to approve with staff comments. Chairman McCaffrey called for a vote. The vote was seven (7) in favor and zero (0) opposed.

Fort Smith Planning Commission	**Item Number:** MLUPA #15-9-25 **Hearing Date:** September 9, 2025
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: Wayne Stephenson, PE Owner: KKJ Wholesale Inc
Location Map:  	**Applicant Proposal:** Address: 6000, 6100, 6120 Prairie Drive Present Use: Undeveloped Summary: A Master Land Use Plan amendment from General Commercial to Office, Research, and Light Industrial Total Tract Size: 6.27 Acres Location: West side of Prairie Drive between Industrial Drive and Regions Park Drive
Existing Zoning: C-5 **Master Land Use Plan:** General Commercial	**Staff Recommends:** Approval

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Master Land Use Plan Amendment #15-9-25 – A request by Wayne Stephenson, agent for KKJ Wholesale Inc., for a Master Land Use Plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6000, 6100, and 6120 Prairie Drive.

The Planning Department is in receipt of an application from Wayne Stephenson, agent for KKJ Wholesale Inc, to amend the Master Land Use Plan map from General Commercial to Office, Research, and Light Industrial to accommodate a proposed Industrial Light (I-1) zoning request. The subject property is on the west side of Prairie Drive between Industrial Drive and Regions Park Drive. The tract contains an area of 6.27 acres with approximately 805 feet of street frontage along Prairie Drive, 268 feet of street frontage along Regions Park Drive and approximately 360 feet of street frontage along Industrial Drive.

The property is currently zoned Commercial Heavy (C-5). A companion zoning application requests an Industrial Light (I-1) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with the companion application.

ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

Direction	Land Use	Master Land Use Classification
North	Consulting services (Laboratory)	General Commercial
East	Warehouse, Distribution Facility, and Swimming Pool Supply Store & Offices	General Commercial
South	Vacant	General Commercial & Office, Research, and Light Industrial
West	Health club	Office, Research, and Light Industrial

PROPOSED MASTER LAND USE PLAN

The proposed Master Land Use classification of Office, Research and Light Industrial is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

Characteristics and Use:

Criteria for Designation:	Compliance Noted
• Located on primary arterial or along active rail line	**NO**
• Central water and sewer with sufficient capacity	**YES**
• Sufficient land area for activities and potential expansion	**YES**
• Not located within environmentally sensitive areas, or those prone to flooding	**YES**
• May be located with other mixed-uses	**YES**

CURRENT MASTER LAND USE PLAN

The Master Land Use Plan currently classifies the site as General Commercial and Office, Research and Industrial Light. The General Commercial classification is intended to provide opportunities for business transactions and activities, and meet the consumer needs of the community.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Prairie Drive, Regions Park Drive, and Industrial Drive as local road classification.

NEIGHBORHOOD MEETING

A neighborhood meeting was held on August 28, 2025, at 5:00 pm on site. No neighboring property owner attended the meeting.

STAFF COMMENTS

The applicant seeks to rezone the property to facilitate the construction of building for electrical, plumbing, heat and air conditioning (wholesale trade establishment) thus requiring an I-1 zone. The Office, Research, and Light Industrial classification is appropriate for the requested I-1 zone.

STAFF RECOMMENDATIONS

Staff recommends approval.

MASTER LAND USE PLAN APPLICATION

[X] **Minor Amendment** [ ] **Standard Amendment** [ ] **Major Amendment**

(See Section 27-328-5 C. (Criteria)

[X] **Request to Amend Map** [X] **Request to Amend Text**

APPLICATION:
Indicate one contact person for this request: [ ] **Applicant**
Representative [X]

Applicant (person making request):

Name: Karl Bunselmeyer
E-mail: [redacted]
Address: 340 S. Patterson Ave - Springfield, MO 65802

Phone: 417-862-6771
Fax:

Representative (engineer, surveyor, realtor, etc.):

Name: Wayne Stephenson, PE
E-mail: [redacted]
Address: 420 S. Main St, Suite A, Joplin, MO 64801

Phone: 417-825-5291
Fax:

Site Address / Location: 6000, 6100, and 6120 Prairie Drive

Surrounding Property

Current Land Use:

North: Peterson Chemical Technology
South: Vacant
East: Imperial, Mid-South Distributing, Vacant, SCP Distributors
West: Vacant

PLANNING DEPARTMENT

MLUP Application

Current MLUP Classification: General Commercial

Requested MLUP Classification: Office, Research, and Light Industrial

Existing MLUP Classification:

North: General Commercial

South: General Commercial & Office, Research and Light Industrial

East: General Commercial

West: Office, Research and Light Industrial

Existing Zoning Classification:

North: C5

South: C5

East: C5

West: I-1

MLUP Application

For a Minor, Standard or Major Master Land Use Plan Amendment, please attach the following information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

1. A legal description of the subject property that is to be amended (reclassified).

2. A map of the property which includes the scaled distance, legal description, and general vicinity map inset showing the property's location.

3. The area dimensions of the property in square feet or acres.

4. Describe existing road conditions and new roads to be included in the development and the effect of the proposed development on existing roads and traffic conditions:

   The roads were developed as a part of Regions Business Park and are existing. No new roads are proposed. The proposed development matches the existing developments in the area with similar distribution centers and sales. No significant changes in vehicle type or traffic patterns.

5. Describe the existing public utility services and infrastructure (such as water, sewer, fire/police) which are available to the property and the source/method of providing additional utilities and infrastructure to the property if necessary:

   All utilities are planned and in place as part of the business park infrastructure.

6. Provide a statement of the proposed build-out density and maximum potential build-out density (units per acre) permitted by the proposed land use classification:

   I-1 Industrial Light District allows up to 75% developed

   The proposed development, as shown, will be +/- 50%

7. Identify any known or anticipated environmental concerns:

The existing drainage channel along the west and north property lines is a USGS Blue line. It is a mapped and documented FEMA Floodplain. Elevation Certificates required and any imported fill will need to be compensated with equal cut.
No other environmental concerns with the pre-planned business park with pad ready sites.

For a Standard or Major Master Land Use Plan Amendment only, please attach the following additional information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

8. An analysis of the impact of the amendment on surrounding properties and plans in terms of:

   a. Describe potential changes to development patterns in terms of local and regional impacts:

n/a - under 10 acres - 'Minor Amendment'

   b. Describe the consistency in zoning between existing and planned uses:

n/a - under 10 acres - 'Minor Amendment'

c. Provide explanation of the need for and demand in the proposed uses:

n/a - under 10 acres - 'Minor Amendment'

9. Provide an analysis of the long term development plan for the area (10-20 years) which incorporates a review of the land use, transportation, and infrastructure impact to both the City of Fort Smith and the property owner:

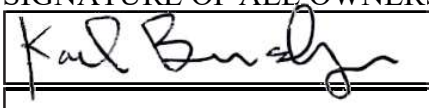
n/a - under 10 acres - 'Minor Amendment'

AUTHORIZATION OF AGENT

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a master land use amendment by application do hereby authorize Cole Perry & Wayne Stephenson to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

NAMES OF ALL OWNERS.	SIGNATURE OF ALL OWNERS.
1. Karl Bunselmeyer	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

This form is necessary only when the person representing this request does not own all the property.

Certification

Once an application has been deemed complete, the applicant shall not modify it unless requested or agreed upon by the Planning Department. Should the applicant request a modification to the application after it has been advertised for public hearing, it shall be at the discretion of the Planning Commission to review or continue the application. A re-advertising fee may be required.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

Signature (Agent/Owner)

5-15-25

Date

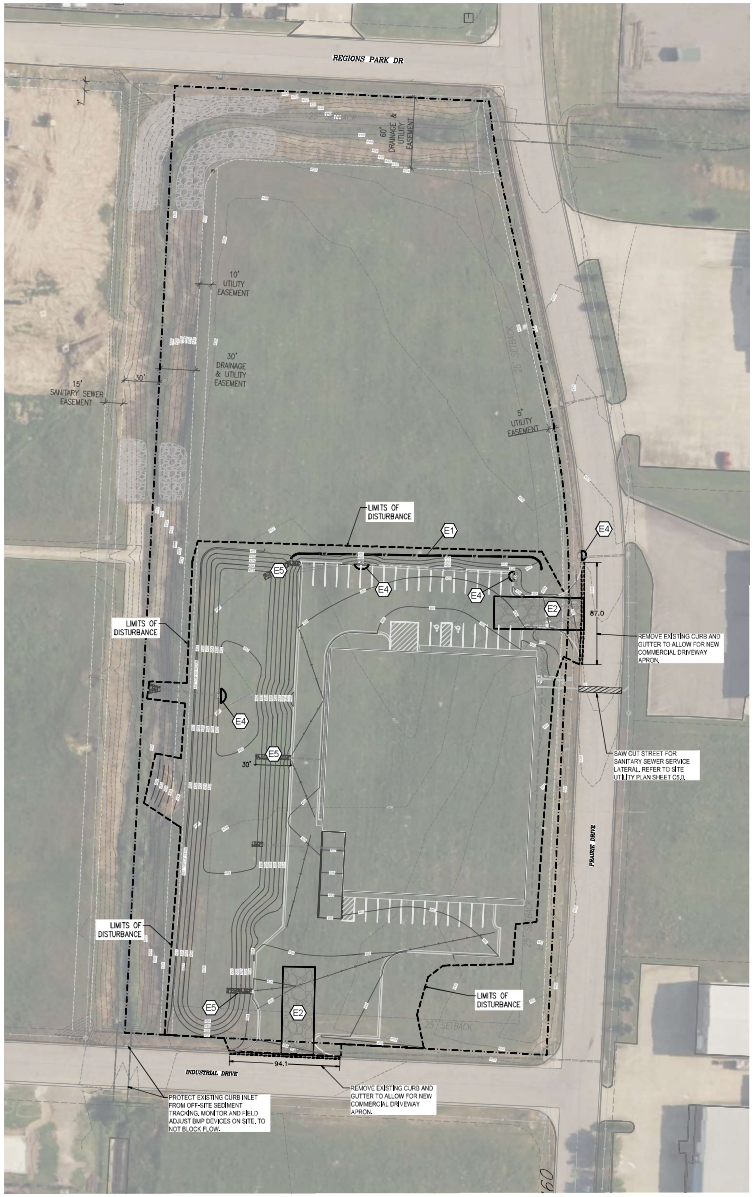
The City of Fort Smith requires complete applications. If your application does not include all of the information required for submission, it will not be processed.

Submit

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.


Vicinity Map
Write a description for your map.
Legend
255
45
Regions Park Dr
Regions Park Dr
Regions Park Dr
Prairie Dr
Site
Industrial Dr
Industrial Dr
Industrial Dr
Google Earth
N
1000 ft



1 DEMOLITION AND SWPPP
C2.0 SCALE: 1" = 50'-0"

TOTAL SITE = 6.27 ACRES
DISTURBED AREA = 2.95 ACRES
EXISTING IMPERVIOUS= 0.0 ACRES
IMPERVIOUS AREA= 1.77 ACRES

SITE DESCRIPTION

SITE LOCATION:
AND INDUSTRIAL DRIVE IN FT. SMITH, SEBASTIAN COUNTY, ARKANSAS.
LATITUDE: 35° 19' 24.5"
LONGITUDE: 94° 22' 47.9"

SITE TOPOGRAPHY: THE SITE SLOPES GENERALLY NORTH AND WEST 1-3% SLOPES INTO THE EXISTING DRAINAGE CHANNEL RUNNING ALONG THE PROPERTY. THE EXISTING SURFACE IS AN UNDEVELOPED GRASS LOT. PRE-DEVELOPED AS PART OF THE BUSINESS PARK.

SOIL TYPES:
WRIGHTSVILLE SILT LOAM, 0 TO 2 PERCENT SLOPES (WsA)
HYDROLOGIC SOIL GROUP = D

ENVIRONMENTAL PERMITS (OTHER THAN NPDES, STORMWATER, AND/OR EROSION & SEDIMENT CONTROL:
NONE

THREATENED AND ENDANGERED SPECIES: THERE ARE NO KNOWN ISSUES RELATED TO THREATENED AND ENDANGERED SPECIES

HISTORICAL PROPERTIES: THERE ARE NO KNOWN ISSUES RELATED TO HISTORICAL PRESERVATION.

STAGES OF CONSTRUCTION:

1. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING ANY PRECONSTRUCTION MEETINGS WITH THE CITY.
2. CONTRACTOR TO PERFORM DETAILED SITE INSPECTION TO LOCATE ALL EXISTING UTILITIES AND VERIFY ANY POSSIBLE CONFLICTS WITH PROPOSED IMPROVEMENTS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT OWNER WITH ANY CONFLICTS. MONTH 1
3. INSTALLATION OF CONSTRUCTION ENTRANCE. MONTH 1
4. INSTALLATION OF EROSION CONTROL FENCE. MONTH 1
5. INSTALLATION OF TEMPORARY DIVERSION DIKE. MONTH 1
6. DEMOLITION OF EXISTING SITE IMPROVEMENTS. MONTH 1
7. REMOVAL OF EXISTING PAVEMENT ON THE SITE. MONTH 1
8. INSTALLATION OF ALL STORMWATER DRAINAGE IMPROVEMENTS. MONTH 1
9. INSTALLATION OF INLET PROTECTION AND ROCK CHECK DAMS AS SOON AS INLETS AND DRAINAGE CHANNELS ARE IN PLACE AND OPERATIONAL. MONTH 1
10. ROUGH GRADING. MONTH 1 & MONTH 2
11. CONSTRUCTION OF NEW SITE IMPROVEMENTS. MONTH 2
12. FINAL GRADING. MONTH 3
13. UPON FINAL STABILIZATION CLEAN ANY ACCUMULATED SEDIMENT AND DEWATER SEDIMENT PROTECTION DEVICES IF REQUIRED. MONTH 3
14. PLACEMENT OF FINAL LANDSCAPING ITEMS AND SOD. MONTH 3
15. REMOVAL OF EROSION CONTROL FENCE. MONTH 3

SWPPP KEY NOTES:

E1 INSTALL SILT FENCE OR 8" COMPOST FILTER SOCKS. SEE DETAILS. FIELD ADJUST AS PROJECT PROGRESSES TO PREVENT SEDIMENT TRACKING OFF SITE.

E2 PROVIDE CONSTRUCTION ENTRANCE. SEE DETAILS.

E3 PRESERVE EXISTING RIP-RAP PADS.

E4 INSTALL INLET PROTECTION UNTIL SITE IS STABILIZED.

E5 INSTALL RIP-RAP LINED CHANNEL. REFER TO DETAILS. MONITOR DURING CONSTRUCTION AND ADJUST OR INCLUDE MORE AS REQUIRED

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL ITEMS THAT IMPEDE THE PROPER PLACEMENT OF ANY ITEMS PROPOSED BY THIS PLAN SET.
2. THE REMOVAL WORK SHALL INCLUDE BUT NOT BE LIMITED TO: OBTAINING ALL DEMOLITION PERMITS REQUIRED, REMOVAL OF THE EXISTING TREES, SEALING OF THE EXISTING WATER WELLS, REMOVAL OF ANY SEPTIC SYSTEM OR DRY WELLS (IF ANY) AND OTHER ITEMS TO COMPLETE THE REMOVALS.
3. THE CONTRACTOR SHALL REMOVE ALL MATERIALS DEEMED UNSUITABLE BY THE ENGINEER WITHIN EIGHT INCHES OF THE PROPOSED BUILDING FOOTPRINT TO THE DEPTH THAT SUCH UNSUITABLE MATERIALS EXIST. VOIDS SHALL BE FILLED IN ACCORDANCE WITH THE "EARTHWORK NOTES" ON THIS PLAN SHEET.
4. TREE REMOVAL SHALL INCLUDE THE COMPLETE REMOVAL OF ALL TREES AS SPECIFIED BY THE PLAN, INCLUDING ALL STUMPS AND ROOTS WITH THE FOLLOWING EXCEPTION: EXISTING (HEALTHY) TREES (ALONG THE SITE PERIMETER) THAT ARE SIX INCHES OR GREATER IN DIAMETER AT BREAST HEIGHT (DBH) SHALL BE PRESERVED AND INCORPORATED INTO THE LANDSCAPING. IF REMOVAL OF SAID TREES IS DEEMED NECESSARY BY THE CONTRACTOR, THE CONTRACTOR SHALL OFFER WRITTEN NOTIFICATION TEN BUSINESS DAYS PRIOR TO DEMOLITION TO THE ENGINEER. WRITTEN APPROVAL MUST BE OBTAINED PRIOR TO REMOVAL OF SAID TREES. (INDICATE ALL TREES ON THE SITE OR AS INDICATED IN THE PLAN SET.)
5. THE CONTRACTOR SHALL COORDINATE DISCONNECTION, REMOVAL, AND RELOCATION OF THE EXISTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES THAT ARE LEVIED BY UTILITY COMPANIES IN CONJUNCTION WITH DEMOLITION AND REMOVAL OF EXISTING UTILITIES.
6. DISPOSAL OF ALL MATERIALS SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS. ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL MATERIALS FROM THE SITE ALONG WITH ALL ASSOCIATED PERMITS AND REGULATORY REQUIREMENTS.
7. THE CONTRACTOR SHALL BE FAMILIAR WITH THE APPROPRIATE SPECIFICATIONS FOR WELL ABANDONMENT, MATERIALS, PROCEDURES AND ACCESS TO EQUIPMENT REQUIRED TO PROPERLY SEAL WELLS (IF ANY). THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN, COMPLETE, AND FILE THE APPROPRIATE FORMS THROUGH THE LOCAL JURISDICTION AND/OR THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.
8. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITY SERVICES TO ADJACENT LOTS. INTERRUPTION OF SERVICES TO ADJACENT LOTS SHALL NOT OCCUR WITHOUT PRIOR APPROVAL. 48 HRS NOTICE SHALL BE GIVEN TO THE PROPERTY OWNERS PRIOR TO THE CONNECTION OF THE NEW SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH THE CONNECTION OF TEMPORARY UTILITY SERVICES, IF REQUIRED, TO FACILITATE CONSTRUCTION STAGING.
9. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. TO BE CLEAR AND FREE OF ANY CONSTRUCTION ACTIVITY AND/OR EXCAVATED AND HAULED MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM ADJACENT SITES.
10. THE CONTRACTOR SHALL PERFORM A FULL-DEPTH SAW-CUT ALONG THE PERIMETER OF PAVEMENT REMOVAL THAT ABUTS EXISTING PAVEMENT THAT IS TO REMAIN.
11. ANY DAMAGE SUSTAINED BY ITEMS THAT ARE TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED TO THE OWNER'S SATISFACTION AT NO COST TO THE OWNER.

EROSION CONTROL & MAINTENANCE PLAN NOTES:

1. CONTRACTOR TO RETAIN FLOATABLE WIND BLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF SITE.
2. PERMANENTLY STABILIZE ALL SURFACE AREA WITHIN AND ADJACENT TO THIS SITE THAT IS DISTURBED BY VEHICLES, GRADING AND OTHER CONSTRUCTION FOR THE PROPOSED FACILITY. STABILIZATION IS OBTAINED WHEN THE DISTURBED SURFACE IS COVERED WITH STRUCTURES, PAVING AND OR PERENNIAL VEGETATION HAVING A UNIFORM COVERAGE DENSITY OF AT LEAST 70%. STABILIZATION OF ALL DISTURBED AREA IS REQUIRED BEFORE TERMINATING MAINTENANCE AND REMOVAL OF EROSION CONTROL MEASURES.
3. CONTRACTORS SHALL INSPECT POLLUTION CONTROL MEASURES AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A STORM EVENT OF 1/2 INCH OR GREATER. DAMAGED MEASURES THAT PROVE TO BE INEFFECTIVE SHALL BE REPLACED WITH MORE EFFECTIVE MEASURES OR ADDITIONAL MEASURES WITHIN SEVEN DAYS. REPEATED FAILURE OF A CONTROL MEASURE REQUIRES INSTALLATION OF A MORE SUITABLE DEVICE TO PREVENT DISCHARGE OF POLLUTANTS FROM THE CONSTRUCTION SITE.
4. INSTALLATION OF ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE CITY OR STATE. CONTRACTOR TO VERIFY REQUIREMENTS PRIOR TO BEGINNING ANY WORK ON PROJECT SITE.
5. CARE SHALL BE TAKEN TO ELIMINATE TO THE MAXIMUM EXTENT POSSIBLE THE ENCROACHMENT OF SEDIMENT INTO ALL STORM DRAIN APPURTENANCES, PUBLIC STREETS, AND ONTO PRIVATE PROPERTY UNTIL IMPERVIOUS MATERIAL (ROAD/PARKING AREA SURFACE) IS APPLIED OR UNTIL PROPOSED LANDSCAPE HAS BEEN ESTABLISHED.
6. REMOVE SEDIMENT DEPOSITS AS NECESSARY AFTER EACH STORM TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. CARE NEEDS TO BE TAKEN TO AVOID UNDERMINING THE FENCE WHEN REMOVING SEDIMENT. SEDIMENT IS TO BE REAPPLIED TO THE SITE AND STABILIZED.
7. ALL GRASS SLOPES WHICH EXCEED 3:1 (H:V) AND SELECT PIPE OUTFALLS SHALL UTILIZE CONTECH CONSTRUCTION PRODUCTS PERMANENT TURF REINFORCEMENT MATS 450 OR APPROVED EQUAL. MATS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND STANDARDS. CONTRACTOR SHALL COORDINATE INSTALLATION INSPECTION WITH MANUFACTURER.
8. CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO THE LATEST REVISIONS OF THE STANDARD GENERAL CONDITIONS AND TECHNICAL SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION FOR THE CITY OF FORT SMITH ARKANSAS.
9. APPLICABLE PERMITS MUST BE OBTAINED FROM THE CITY, STATE AND COUNTY PRIOR TO EXCAVATION WITHIN ANY RIGHT-OF-WAY, AND PRIOR TO ANY CONSTRUCTION.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ANY UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS AND TO BE LIABLE FOR DAMAGE AND CONSEQUENT REPAIR TO SUCH IN THE COURSE OF HIS OPERATIONS.
11. THE CONTRACTOR AND/OR BUILDER WILL KEEP THE SITE NEAT AND ORDERLY AT ALL TIMES WHILE CONSTRUCTION IS TAKING PLACE. ALL CITY STREETS ADJACENT TO THE DEVELOPMENT SHALL BE KEPT CLEAR OF MUD, ROCK, DIRT, DEBRIS, PAPER AND WASTE MATERIAL AT ALL TIMES. THE PROPER AMOUNT OF INSPECTION (TWICE DAILY) SHALL BE CALLED FOR AT THEIR PROPER TIMES, OR ANY AND ALL WORK MAY BE REJECTED. SITE MUST BE CLEANED AT THE END OF EACH DAY.
12. IF ANY WORK OR ACCESS TO ANY ADJOINING PROPERTY IS DONE, IT IS THE FULL RESPONSIBILITY FOR THE APPLICANT/OWNER TO OBTAIN PROPER RELEASES FROM ADJOINING PROPERTY OWNERS AND ASSUME ALL LIABILITY FOR ACTION TAKEN DURING ALL CONSTRUCTION.
13. ALL DISTURBED AREAS ARE TO BE RESEEDED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE MUNICIPALITY DESIGN STANDARDS FOR PUBLIC IMPROVEMENTS.
14. PROVIDE TEMPORARY EROSION CONTROL TO CONTAIN ALL SOILS ON SITE. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
15. THE DETENTION BASIN, ALL WATER QUALITY MEASURES AND STORMWATER CHANNELS(PIPES) SHALL BE FUNCTIONING PRIOR TO STARTING ANY OTHER CONSTRUCTION ACTIVITIES. I.E., ONLY CONSTRUCTION ACTIVITIES REQUIRED TO INSTALL THE DETENTION BASIN, ALL WATER QUALITY MEASURES AND STORMWATER CHANNELS(PIPES) ARE ALLOWED UNTIL THESE ITEMS ARE INSTALLED AND APPROVED.
16. PRIOR TO CONSTRUCTION, THE OWNER SHALL CONVENE A PRE-CONSTRUCTION MEETING BETWEEN THE CITY, CONSULTING ENGINEER, CONTRACTOR(S) AND ANY OTHER AFFECTED PARTIES.
17. EROSION CONTROL DEVICES SHALL BE MAINTAINED DURING THE WHOLE CONSTRUCTION PERIOD BY THE CONTRACTOR.
18. CONTRACTOR TO PROTECT ANY STORM INLETS THAT RECEIVE STORM WATER FROM THE AREA OF CONSTRUCTION FROM SEDIMENT.
19. CONTRACTOR TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB AND GUTTER, SIDEWALK AND DRIVEWAYS.
20. THE CONTRACTOR SHALL HAVE A SET OF PLANS FILED WITH THE MUNICIPALITY ON SITE. THE CONTRACTOR SHALL HAVE ON THE PROJECT AT ALL TIMES, AS HIS AGENT, A COMPETENT SUPERINTENDENT CAPABLE OF READING AND THOROUGHLY UNDERSTAND THE PLANS AND SPECIFICATIONS AND THOROUGHLY EXPERIENCE IN THE TYPE WORK BEING PERFORMED WHO SHALL RECEIVE INSTRUCTIONS FROM THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
21. THE CONTRACTOR SHALL NOTIFY THE INSPECTOR OF ANY NEW SINKHOLES DISCOVERED DURING CONSTRUCTION.
22. THE INSTALLATION OF SILT FENCE FOR CONSTRUCTION IS TO BE INSTALLED BY THE CONTRACTOR AND IN PLACE BEFORE BEGINNING SITE CONSTRUCTION. SIMILAR DEVICES MAY BE USED BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE ENGINEER. DEVICES TO BE IN PLACE AS SHOWN ON THE PLANS. ADJUSTMENT OF THE LOCATION BY THE CONTRACTOR MAY BE DONE TO MEET EXISTING FIELD CONDITIONS. ALL CONTROLS ARE TO BE LACED WITHIN OWNER'S PROPERTY. ACCUMULATED SEDIMENT IN BASINS WILL REQUIRE REMOVAL DURING CONSTRUCTION OR AFTER EACH RAIN EVENT AND AT THE END OF CONSTRUCTION. EACH BASIN SHALL BE CHECKED AFTER EACH RAIN EVENT. CONTRACTOR TO MINIMIZE THE AREA DISTURBED BY CONSTRUCTION ACTIVITIES AT ANY ONE TIME AND TO PROMPTLY REVEGETATE (OR MECHANICALLY STABILIZE) ARE DISTURBED BY CONSTRUCTION ACTIVITY.
23. SILT FENCE SHALL BE PLACED AROUND ALL SOIL SPOIL PILES TO PREVENT EROSION.

N

GRAPHIC SCALE
SCALE 1" = 50'
50 0 25 50 100

811 Know what's below Call before you dig.

LEGEND:

CONSTRUCTION ENTRANCE AND BASE
PROPERTY LINE
SF SILT FENCE / SOCK

GB ENGINEERING
CIVIL ENGINEERING AND DESIGN
302 S. SERGEANT – JOPLIN, MO 64801
AR COA # 4240
WWW.GBCIVIL.COM
PH: 417-825-5291

Professional Seal

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 18793
WAYNE A. STEPHENSON
8-26-25

WAYNE STEPHENSON, ENGINEER
AR. PE# 18793
THIS SEAL IS FOR ENGINEERING INFORMATION ONLY

Revisions

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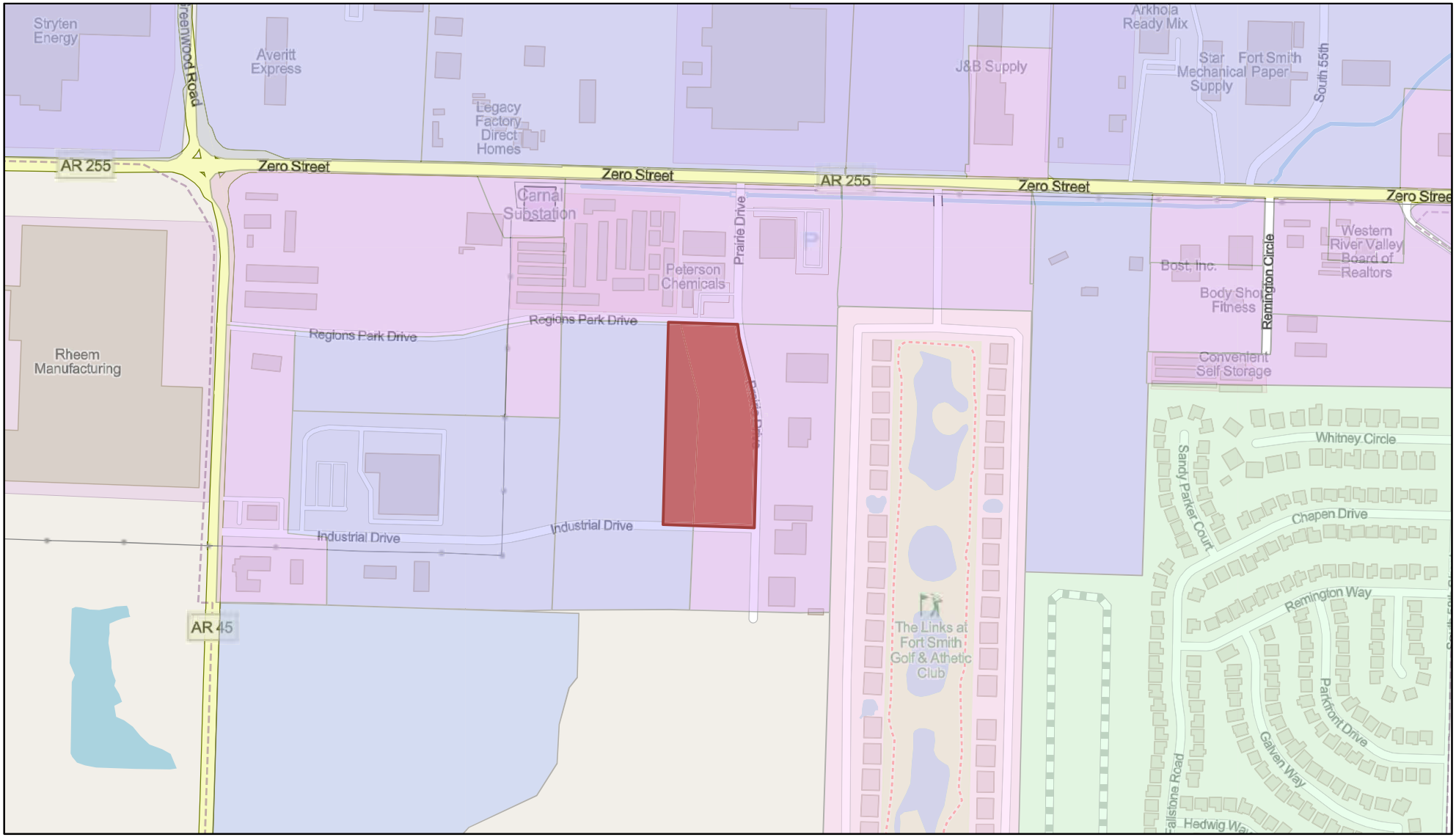
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JOHNSTONE SUPPLY
6200 PRAIRIE DRIVE
FORT SMITH, AR, 72901

Project Number: 25025
Drawn By: ER
Reviewed By: WS
Date: 08.26.2025

SWPPP & DEMOLITION
Sheet Number
C2.0

Master Land Use Plan Amendment #15-9-25 – A request by Wayne Stephenson, agent for KKJ Wholesale Inc., for a Master Land Use Plan amendment from General Commercial to Office, Research, and Light Industrial in a proposed Industrial Light (I-1) zone at 6000, 6100, and 6120 Prairie Drive.



8/22/2025, 4:33:11 PM

Land Use

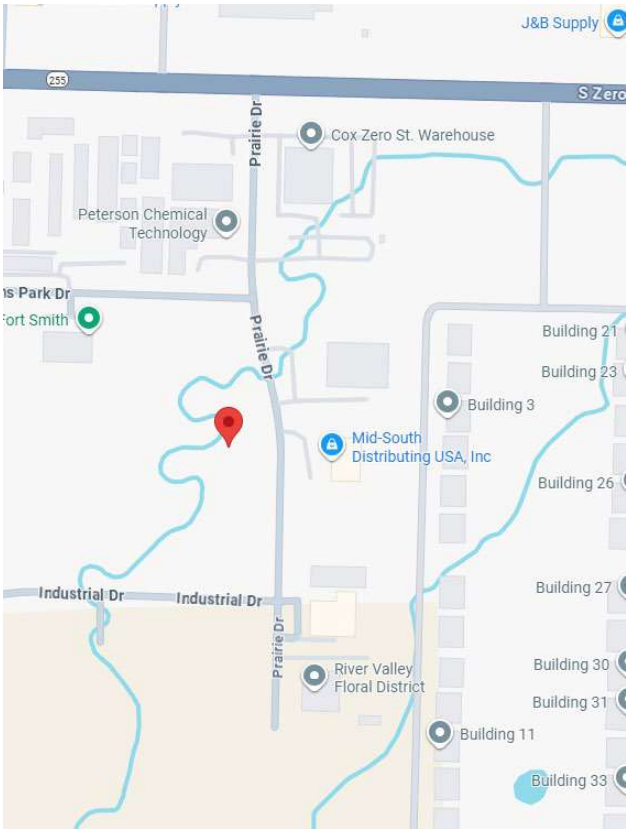
- Office, Research, and Light Industrial
- Residential Attached
- Residential Detached
- General Commercial
- Mixed-Use-E

1:8,262

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Fort Smith **Planning Commission**	**Item Number:** Rezoning #28-9-25 **Hearing Date:** September 9, 2025
Report Prepared by: Planning Staff	**Owner and Applicant Information:** Applicant: Wayne Stephenson, PE Owner: KKJ Wholesale Inc
Location Map:  	**Applicant Proposal:** Address: 6000, 6100, 6120 Prairie Drive Present Use: Undeveloped Summary: A zone change from Commercial Heavy (C-5) to Industrial Light (I-1) Total Tract Size: 6.27 Acres Location: West side of Prairie Drive between Industrial Drive and Regions Park Drive
Existing Zoning: C-5 **Master Land Use Plan:** General Commercial	**Staff Recommends:** Approval

Memo

To: City Planning Commission

From: Planning Staff

Date: September 9, 2025

Re: Rezoning #28-9-25 – A request by Wayne Stephenson, agent for KKJ Wholesale Inc., for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6000, 6100, and 6120 Prairie Drive.

PROPOSED ZONING

Approval of the rezoning and companion applications will facilitate construction of an industrial building for electrical, plumbing, heat and air conditioning (wholesale trade establishment).

LOT LOCATION AND SIZE

The subject property is on the west side of Prairie Drive between Industrial Drive and Regions Park Drive. The tract contains an area of 6.27 acres with approximately 805 feet of street frontage along Prairie Drive, 268 feet of street frontage along Regions Park Drive and approximately 360 feet of street frontage along Industrial Drive.

REQUESTED ZONING

The proposed zoning on this tract is Industrial Light (I-1).
Characteristics of this zone are as follows:

Purpose:

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light district may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 zoning district is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

Permitted Uses:

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

Conditional Uses:

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 20,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 20,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Arterial or higher

EXISTING ZONING

The existing zoning on this tract is Commercial Heavy (C-5).
Characteristics of this zone are as follows:

Purpose:

To provide adequate locations for retail uses and services that generate moderate to heavy automobile traffic. The C-5 zoning district is designed to facilitate convenient access, minimize traffic congestion, and reduce visual clutter. The C-5 zoning district is appropriate in the General Commercial, Office, Research, and Light Industrial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

Permitted Uses:

A wide variety of retail uses including clothing stores, specialty shops and restaurants. Commercial-5 zones also allow professional offices and multi-family apartments, community residential facility and neighborhood group homes are examples of permitted uses.

Conditional Uses:

Orphanage, dormitory, sorority, fraternity, auto vehicle impoundment or holding yard, auto body shop, medical laboratory, beer garden, restaurants with outdoor dining, pet cemetery, bus station, utility substations, museum, parks, educational facilities, police station, community food service, nursing home and churches are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 14,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 14,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 20 feet
Rear Yard Setback - 20 feet
Side/Rear (adjoining SF Residential District/Development) – 30 feet
Minimum building separation – to be determined by current City building and fire code.
Required street access – Minor Arterial or higher

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North	Consulting services (Laboratory)	C-5, Commercial Heavy
East	Warehouse, Distribution Facility, and Swimming Pool Supply Store & Offices	C-5, Commercial Heavy
South	Vacant	C-5, Commercial Heavy
West	Health Club and Undeveloped	I-1, Industrial Light

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Prairie Drive, Regions Park Drive, and Industrial Drive as local road classification.

MASTER LAND USE PLAN

The Master Land Use Plan classifies the site as General Commercial and Office, Research and Industrial Light. The General Commercial classification is intended to provide opportunities for business transactions and activities, and meet the consumer needs of the community. The Office, Research and Industrial Light classification is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

NEIGHBORHOOD MEETING

A neighborhood meeting was held on August 28, 2025, at 5:00 pm on site. No neighboring property owner attended the meeting.

STAFF COMMENTS

The subject property was rezoned from Open-1 (O-1) to Commercial Heavy (C-5) in 1999 by Ordinance 81-99. The applicant is seeking an Industrial Light (I-1) zone to accommodate electrical, plumbing, heat and air conditioning (wholesale trade establishment).

STAFF RECOMMENDATIONS

Staff recommends approval of the application contingent upon approval of the companion applications.

Application updated January 2022

CITY OF FORT SMITH, ARKANSAS
Rezoning

FOR STAFF USE ONLY	***FEE: $350***
Date Application Submitted:	*Zone:*
Date Accepted as Complete:	
Project Number:	
Public Hearing Date:	

Application:

Indicate one contact person for this request: ☐ **Applicant** ☒ **Agent**

Applicant (person making request):

Name: Karl Bunselmeyer

E-mail: [redacted]

Address: 340 S. Patterson Avenue, Springfield, MO 65802

Phone: 417-862-6771

Fax:

Agent (engineer, surveyor, realtor, etc.):

Name: Wayne Stephenson, PE

E-mail: [redacted]

Address: 420 S. Main Street, Suite A, Joplin, Missouri 64804

Phone: 417-825-5291

Fax:

Site Address / Location: 6000, 6100, 6120 Prairie Drive

Current Zoning District: C-5

Requested Zoning District: I-1 - Light Industrial

Assessor's Parcel Number(s) for property: 4 Lots →

16461-0036-00000-00
16461-0035-00000-00
16461-0033-00000-00
16461-0033-00000-00

PLANNING & COMMUNITY DEVELOPMENT

REZONING APPLICATION

Application updated January 2022

Total Acreage: 6.27

Legal Description of property: Lots 33, 34, 35, 36, Regions Business Park, an addition to the City of Fort Smith, according to the plat filed October 12, 2000

Attach legal description in word format.

☐ Restrictive Covenants Apply (attach to application)

Companion items:

☒ Development Plan ($100 when submitted with another application)

☒ Master Land Use Plan Map Amendment ($100 when submitted with a rezoning)

Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.

Describe Proposed Zoning Request, including the development of any construction on the property:

Rezoning property from C-5 to I-1 Light Industrial. This will match the west abutting properties. The Rezone request is to allow the construction of a new sales office, and warehousing space(s).
The business model is wholesale storage and sales of Electrical, Plumbing, Heating & Air Conditioning parts and equipment.

PROPERTY OWNER(S) / AUTHORIZED REPRESENTATIVE: The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

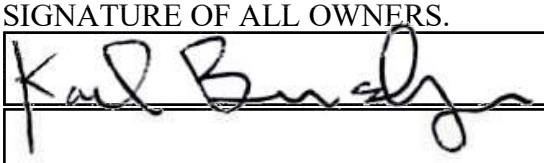
Name and Signature	Date
Karl Bunselmeyer - Owner	8-15-25
Cole Perry - General Contractor	8-15-25
Wayne Stephenson - Engineer	8-15-25

AUTHORIZATION OF AGENT

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

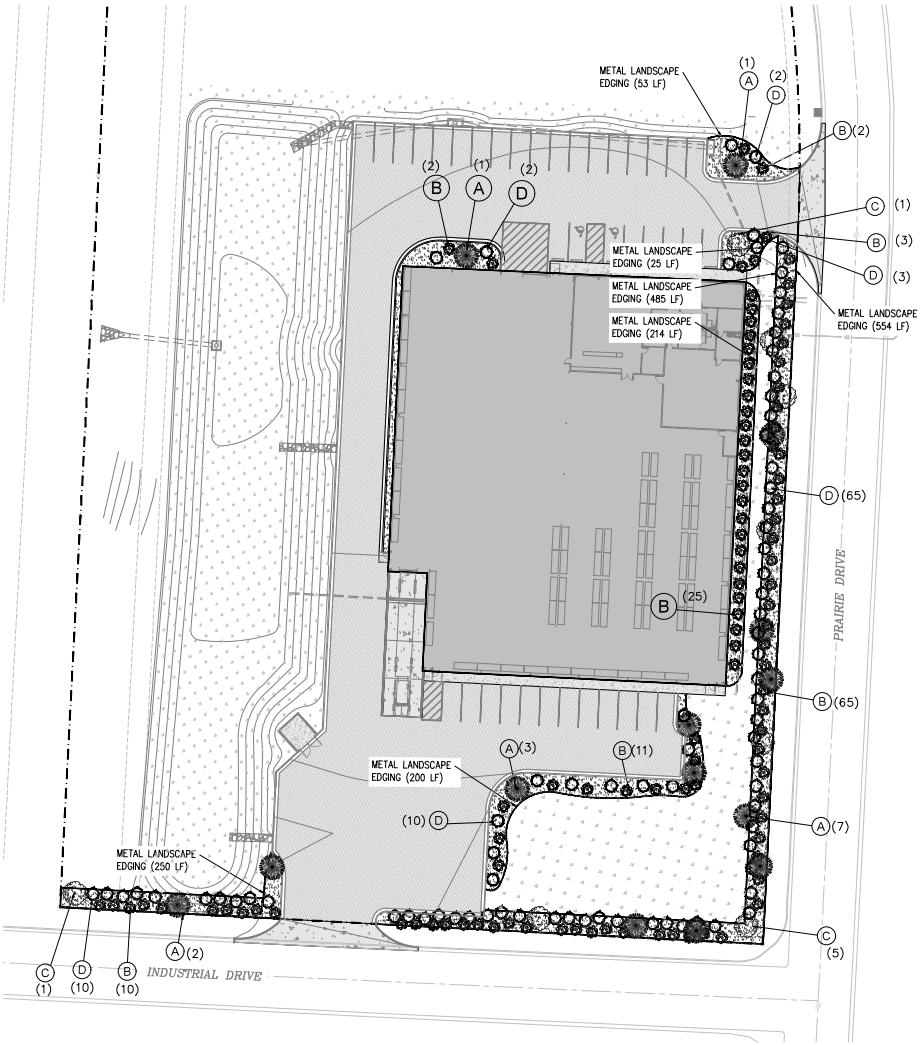
We the undersigned, being owners of real property, and requesting a rezoning by application do hereby authorize Cole Perry & Wayne Stephenson to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

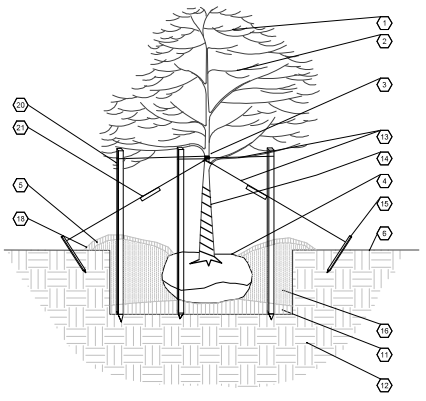
NAMES OF ALL OWNERS.	SIGNATURE OF ALL OWNERS.
1. Karl Bunselmeyer	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

This form is necessary only when the person representing this request does not own all the property.

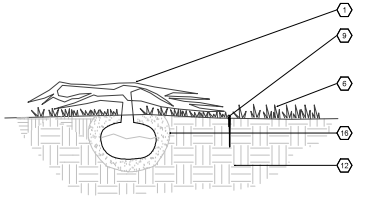
CITY OF FORT SMITH LANDSCAPE REQUIREMENTS			
CODE	REQUIREMENT	REQUIRED	PROVIDED
FORT SMITH UDO	PERIMETER LANDSCAPING: 1 LARGE TREE PER 50 LINEAR FEET 10 SHRUBS PER 50 LINEAR FEET.	PROPERTY STREET FRONTAGE = ±1,445 LF – 750' / 50 = 15 LARGE TREES REQ'D – 750' / 50 = 150 SHRUBS REQ'D	15 LARGE TREES 150 SHRUBS
	PARKING AREA: 5 SF OF LANDSCAPING AREA PER 100 SF OF OPEN PARKING AREA.	PARKING LOT AREA = 34,300 SF – 34,300' / 5 = 6,860 SF REQ'D	7,036 SF 60 SHRUBS 6 LARGE TREES



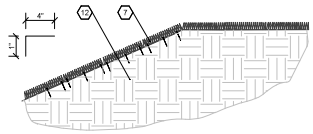
1 LANDSCAPING PLAN
L1 SCALE: 1" = 30'-0"



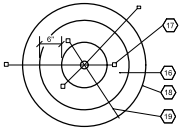
1 - TREE PLANTING
N.T.S.



2 - SHRUB PLANTING
N.T.S.



SODDING WITH PINS
N.T.S.



KEY NOTES:

1. PLANTING. REFER TO PLANTING SCHEDULE FOR TYPE
2. SET TREE LEVEL AND PLUM. STRAIGHTEN AFTER SETTLEMENT IF NEEDED.
3. ENCASE WIRE AROUND TRUNK IN BLACK RUBBER. MOVE UP ABOVE EQUAL TO 1/2 TO 1/3 OF THE HEIGHT OF TREE.
4. SET TREE WITH TOP 1/3 OF ROOT ABOVE FINISH GRADE.
5. REFER TO LANDSCAPE PLAN FOR GROUND COVER TYPE AND LOCATIONS. PROVIDE 3" DEEP 5/8" CREEK GRAVEL OVER BLACK VISQUEEN VAPOR BARRIER OR 3" SHREDDED CYPRESS MULCH OVER BLACK VISQUEEN VAPOR BARRIER.
6. LAWN
7. REFER TO SITE GRADING PLAN FOR SLOPE. PLACE THREE PINS EVERY 2'-0", SPACING EQUALLY. SOD SHALL BE COMPOSED OF TWO VARIETIES MINIMUM OF FESCUE GRASS.
8. NOT USED
9. 4" BLACK POLY VINYL EDGING
10. PREFERRED SOIL
11. COMPACTED PLANTING
12. SUB GRADE
13. TWO STRANDS OF WIRE
14. TRUNK WRAP
15. 2" X 2" X 10" WOOD STAKES BURY BELOW FINISH GRADE
16. PREPARED PLANTING MIXTURE.
17. TREES 6'-0" IN HEIGHT OR LESS SHALL BE STAKED
18. EXTENTS OF PLANTING BERM TO HOLD WATER
19. TREES TALLER THAN 3'-0" MUST BE TIED.
20. 2" X 4" STAKE - OR - METAL FENCE POST
21. 1" X 4" X 10" WHITE WOOD FLAG

PLANTING SCHEDULE

ALL PLANTINGS MAY BE SUBSTITUTED DUE TO REGION OR LOCAL REQUIREMENTS IF NECESSARY- CONTACT DESIGNER
NATIVE PLANTINGS AND APPROVED PLANTINGS PER CITY OF JONESBORO REQUIRED FOR SUBSTITUTION

MARK	COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	DETAIL	NOTES
A	PIN OAK	QUERCUS PALUSTRUS MUENCHH	14	3" CALIPER	1	WELL BRANCHED, FULL HEAD, CONTAINER GROWN, 8' HEIGHT MIN.
B	LITTLELEAF BOXWOOD	BUXUS SEMPERVIRENS	118	5 GALLON MIX	2	FULL PLANT
C	KOUSA DOGWOOD	CORNUS KOUSA	7	2.5" CALIPER MIN, 8' TALL	1	WELL BRANCHED, FULL HEAD, BALLED AND BURLAP, 8' HEIGHT MIN.
D	DWARF YAUPON HOLLY	ILEX VOMITORIA 'NANA'	92	3 GALLON MIX	2	FULL PLANT

PROJECT SEEDING SCHEDULE

MATERIALS

1. LAWNS: (HYDROSEED), FRESH, CLEAN, NEW CROP SEED MIXTURE BY APPROVED METHOD COMPOSED OF FALCON TALL FESCUE (75%) AND REBEL RYE (25%) OR CROSSFIRE (25%) AND DEGRADABLE GREEN DYED WOOD CELLULOSE FIBER OR 100% RECYCLED LONG FIBER PULP. MIXTURE SHALL BE FREE FROM WEEDS OR OTHER FOREIGN MATTER TOXIC TO SEED GERMINATION. SEED PURITY SHALL BE 95% WITH A MINIMUM 80% GERMINATION.
2. LAWNS: (SOD), STRONGLY ROOTED, 2 YEARS OLD, ASPA APPROVED, CONSISTING OF FALCON TALL FESCUE (75%) AND REBEL RYE (25%) OR CROSSFIRE (25%) CUT WITH MINIMUM ½-INCH AND MAXIMUM 1-INCH TOPSOIL BASE OR APPROVED EQUAL.

LAWN PLANTING

A. FOR SEEDED LAWNS, APPLY SEED AT RATE OF 5 POUNDS PER 1000 SQUARE FEET. APPLY EROSION CONTROL MATTING OVER AREAS WHERE SLOPES EXCEED 1:4 OR IN AREAS OF CONCENTRATED STORM WATER FLOW.
B. FOR LAWNS WITH SOD, PLACE SOD TIGHTLY, WITH GRAIN IN SAME DIRECTION, JOINTS STAGGERED. APPLY WOOD PEGS COMPOSED OF SOFTWOOD OF SUFFICIENT SIZE AND LENGTH TO ENSURE ANCHORAGE AT AREAS WHERE SLOPES EXCEED 1:4 AND AT LOCATIONS OF CONCENTRATED WATER FLOW.

N

GRAPHIC SCALE
SCALE: 1" = 30'

LANDSCAPE SYMBOLS LEGEND

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND

- CONCRETE AREA
- PAVEMENT AREA
- STORMWATER DETENTION AREA
- AREA OF GRASS SEED AND MUCH OR SOD LAWN AREA WHICH EXCEEDS 25% SLOPE TO BE PROVIDED WITH SOD. REFER TO GRADING PLAN. IRRIGATION AREA
- AREA OF MULCH OR DECORATIVE ROCK, PER OWNER INSTRUCTION.

GB ENGINEERING
CIVIL ENGINEERING AND DESIGN
302 S. SERGEANT – JOPLIN, MO 64801
AR COA # 4240
WWW.GBCIVIL.COM
PH: 417-825-5291

Professional Seal

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
WAYNE A. STEPHENSON
No. 18793
8-26-25

WAYNE STEPHENSON, ENGINEER
AR. REG. 18793
THIS SEAL IS FOR ENGINEERING INFORMATION ONLY

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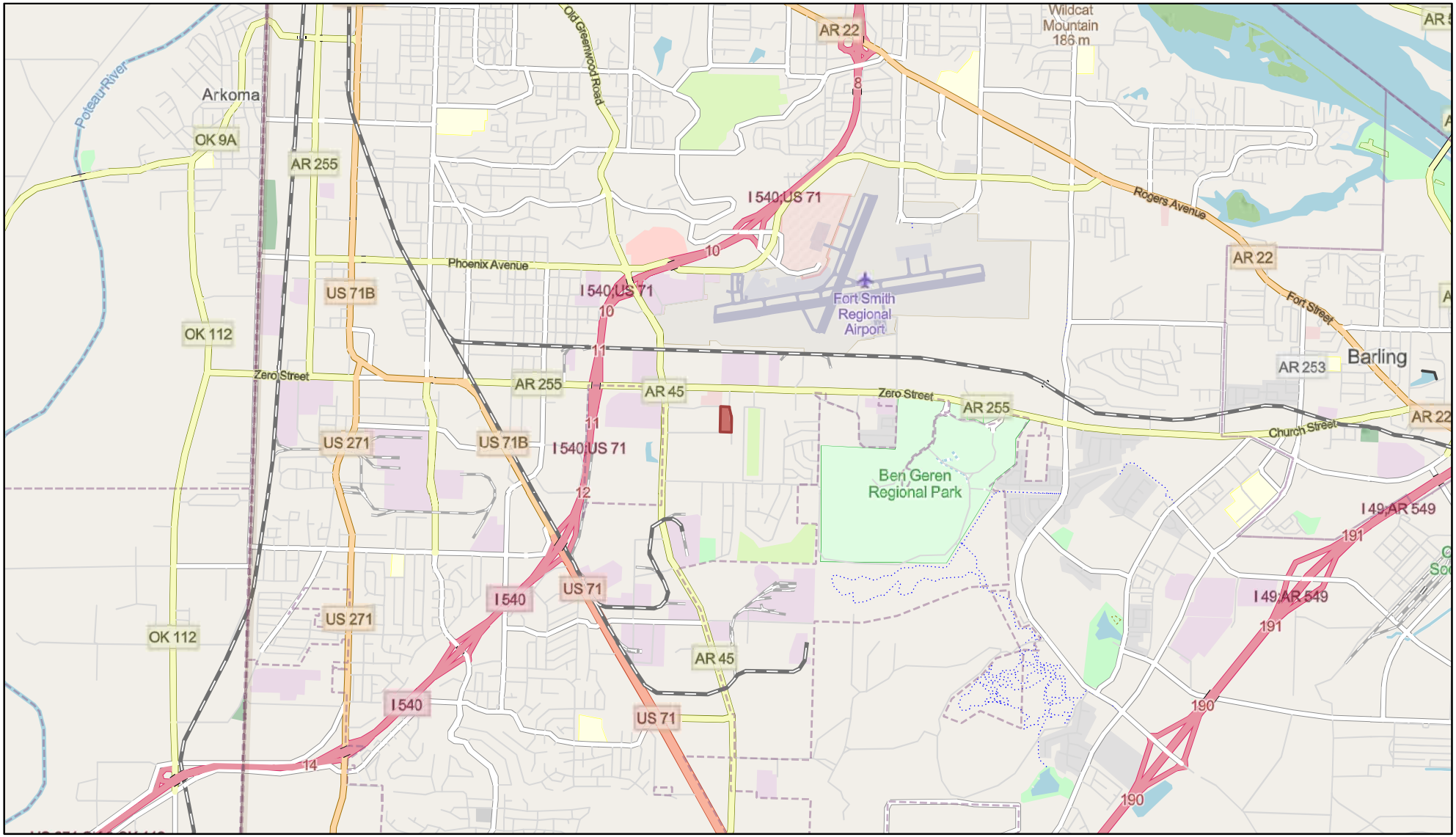
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JOHNSTONE SUPPLY
6200 PRAIRIE DRIVE
FORT SMITH, AR, 72901

Project Number: 25025
Drawn By: ER
Reviewed By: WS
Date: 08.26.2025

LANDSCAPING
Sheet Number
L1.0

Rezoning #28-9-25 – A request by Wayne Stephenson, agent for KKJ Wholesale Inc., for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6000, 6100, and 6120 Prairie Drive.



8/22/2025, 4:31:08 PM

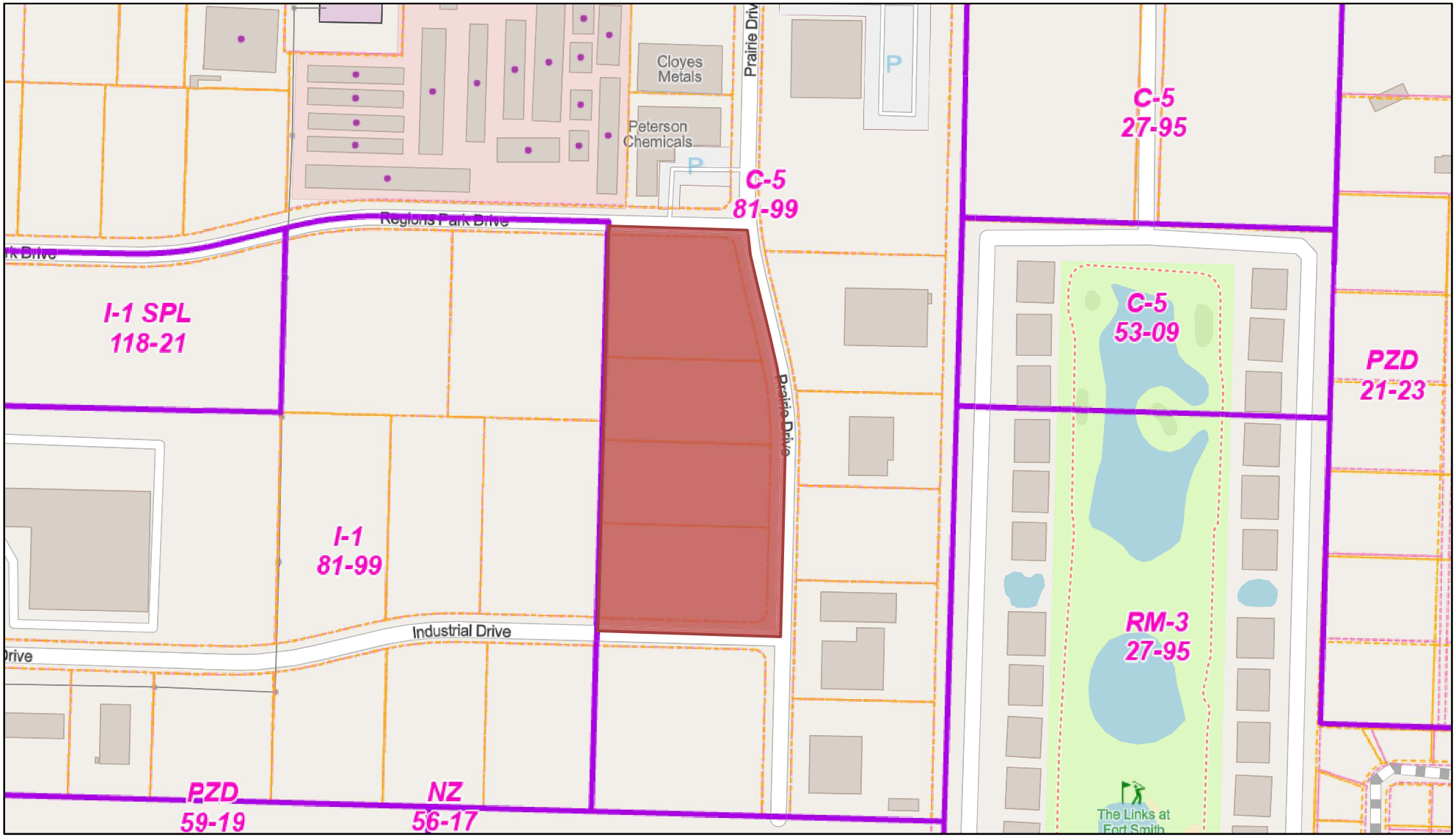
1:66,092

0 0.45 0.9 1.8 mi

0 0.75 1.5 3 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #28-9-25 – A request by Wayne Stephenson, agent for KKJ Wholesale Inc., for a zone change from Commercial Heavy (C-5) to Industrial Light (I-1) at 6000, 6100, and 6120 Prairie Drive.



8/22/2025, 4:28:25 PM

Zoning

Subdivisions

Parcels

1:4,131

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Sebastian County Assessor GIS staff, Fort Smith GIS staff, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

MEMORANDUM

TO: Mayor McGill and Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: October 9, 2025

SUBJECT: Staff Augmentation Services Agreement with Burns & McDonnell Engineering Company, Project 25-90-E

SUMMARY

At present, there are no properly qualified and licensed employees in the Engineering Department to assume management of Capital Improvement Projects for Streets, Bridges & Associated Drainage. Temporary staff augmentation services are necessary and Burns & McDonnell Engineering Company has proposed an agreement to provide such services with a qualified Burns & McDonnell employee to serve as Interim Deputy Director of Engineering - Streets & Drainage.

As the Director of Engineering position is currently vacant, the Interim Deputy Director will report directly to the City Administrator, who will provide direction on priorities and focus areas. Specific tasks are outlined in Exhibit A – Scope of Services of the attached agreement. These services will primarily support the one-cent sales tax program for streets, bridges, and associated drainage projects.

A Resolution authorizing the Mayor to execute this Agreement with Burns & McDonnell was tabled at the September 16 regular meeting pending study session discussion on the matter, which was held on September 23. Directors expressed concern with the length and potential cost of the proposed contract.

The attached agreement is revised from the original six-month term to provide up to three months of full-time service from the date of approval at a cost not to exceed $155,121.80 and also to specify the Streets & Drainage role. If a path forward for filling the vacant Director of Engineering position isn't identified near the end of that term, we will evaluate the need for extension at that time.

Please contact me with any questions related to this agenda item.

ATTACHMENTS

1. 20251014_Resolution_Approving_Staff_Augementation_Services_from_Burns_and_McD
2. 20251009 Fort Smith Interim Director Agreement.pdf

FISCAL IMPACT: *Not to Exceed $155,121.80*
BUDGET INFORMATION: *Budgeted / Engineering - Budgeted Personnel Funds*

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LOANED PERSONNEL AGREEMENT WITH BURNS & McDONNELL ENGINEERING INC. FOR STAFF AUGMENTATION SERVICES FOR THE ENGINEERING DEPARTMENT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: The Loaned Personnel Agreement with Burns & McDonnell Engineering, Inc. for staff augmentation services for the Engineering Department with project designation 25-90-E at a cost not to exceed $155,121.80, incorporated herein by reference, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Loaned Personnel Agreement approved by Section 1.

THIS RESOLUTION ADOPTED this _____ day of October 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

LOANED PERSONNEL AGREEMENT

This Loaned Personnel Agreement ("Agreement") is made and entered into by and between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902** (the "Borrower"), and Burns & McDonnell Engineering Company, Inc., having an office located at 9400 Ward Parkway, Kansas City, Missouri 64114 (the "Loaning Company").

WHEREAS, Borrower has a need for assistance from professional and technical candidates in the field of **Civil Engineering** ("Experience"); and

WHEREAS, Borrower anticipates using such professional and technical candidates as an extension of Borrower's staff to assist Borrower in connection with **Interim Deputy Director of Engineering for Streets and Drainage or other mutually agreeable roles**; and

WHEREAS, Loaning Company has proposed candidates with Experience to Borrower for Borrower's approval which Loaning Company believes meets the qualifications specified by Borrower;

NOW THEREFORE, in consideration of the terms, provisions and conditions hereinafter set forth, Borrower and Loaning Company do hereby mutually agree, each with the other, as follows:

The named Parties to this Agreement agree as follows:

1. Loaned Employee(s). Borrower approves and accepts Loaning Company's proposed candidate named below ("Loaned Employee") as loaned personnel under the direct control and supervision of Borrower for the duration of this loan as set forth below or the term of this Agreement.

   Loaned Employee: Ben Marts
   Position: Interim Deputy Director of Engineering for Streets and Drainage or other mutually agreeable roles
   Regular rate: Reference Exhibit B – Schedule of Hourly Professional Services Billing Rates (Current proposed Loaned Employee is Level 13, with 5% increase factored in once rates expire)
   Expenses: $1,000
   Estimated Total Hours: 540 (40 hours per week, 4 hours per board meeting/study session, assumed 9 board meetings in addition to base 40 hours)
   Not To Exceed: $155,121.80
   Start date: _____
   Duration of loan: Three Months

   The Loaned Employee shall be provided without any tools, equipment, technology or other means as may be desirable for performance of work activities; all such means shall be provided by Borrower. Scope of Work for Loaned Employee included in Exhibit A.

2. Term. The term of this Agreement shall commence on the above start date and shall continue until expiration of this Agreement or termination consistent with this Agreement.

3. Compensation. Borrower agrees to pay Loaning Company an amount calculated as the product of the approved hours worked and the regular rate included above. The minimum

workday is to be eight (8) hours and the typical work week is forty (40) hours per week. The Loaned Employee(s) shall submit a timesheet as required by Borrower. Loaning Company will invoice Borrower on a monthly basis. All invoices, complete with necessary supporting documentation shall be submitted to Borrower for review and payment by Borrower within thirty (30) days of date of receipt.

4. Expenses. Borrower shall pay any all expenses incurred by the Loaned Employee(s) in performing work activities under this Agreement. Expenses shall not exceed the amount set forth in paragraph 1 unless agreed to in writing by Borrower.

5. Taxes and Benefits. Loaning Company shall bear sole responsibility for payment of compensation to the Loaned Employee(s). The Loaned Employee(s) will receive a paycheck from Loaning Company on the Loaning Company's normal payday. Holidays, sick leave, vacation and other benefits will be paid by Loaning Company and will not be charged to Borrower except as part of the above rates. Loaning Company shall pay and report for the Loaned Employee(s) all federal, state and local income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Loaning Company. Loaning Company shall provide and bear sole responsibility for providing health or disability insurance, retirement benefits, and other welfare benefits to any personnel that may be entitled to receive such benefits. Notwithstanding anything to the contrary in this Agreement, Loaning Company and the Loaned Employee(s) shall not be entitled to participate in any employment fringe benefit programs of Borrower, including, but not limited to, pension and other retirement plans; sick leave; holiday pay; life, health, accident, disability and other insurance plans; incentive compensation; and other employee benefits. Loaning Company acknowledges and agrees that the provisions of this paragraph survive the termination of this Agreement.

6. Control. During the term of this Agreement, unless periodic interruptions in the duration of loan are discussed prior to the disruption, Borrower shall have the exclusive right to supervise, schedule, direct and control the work activities of the Loaned Employee(s) who shall act and perform the work activities for Borrower in the same manner as if they were the employees of Borrower. The Loaned Employee(s) shall report to the locations as directed by Borrower. Borrower shall comply with all applicable law. Loaning Company relinquishes all rights to direct and control the work activities of the Loaned Employee(s) during the duration of the loan as set forth above.

7. Borrower's Remedy. Except as set forth in paragraph 10, Borrower's sole and exclusive remedy in connection with the Agreement, including, but not limited to, the unsatisfactory qualifications or performance of the Loaned Employee(s) is to terminate this Agreement.

8. Non-Solicitation. The parties acknowledge and understand the value of each party's respective employees and their mutual interests in retaining employees and that significant time and effort is expended in developing the talent, ability and "know-how" of each party's work force. Accordingly, the parties promise that during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement, neither party will induce or try to induce any employee of the other party to leave that party or any of its affiliates to work for another person or company. This non-solicitation promise shall not be construed to limit the normal employment advertising and hiring activities of either party. The parties acknowledge and agree that the provisions of this paragraph survive the termination of this Agreement.

9. Loaning Company Liability and Borrower Waiver. Except as provided in paragraph 10, the parties agree that Loaning Company, including its officers, directors, and employees, shall not be responsible for any claims, liabilities, damage, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the Agreement, including, but not limited to, any act, error or omission by the Loaned Employee(s) while performing work activities under this Agreement, including claims based on the sole negligence or fault of the Loaned Employee(s). In addition, Borrower waives all rights against Loaning Company and its officers, directors, and employees, including, but not limited to, the Loaned Employee(s), for damage covered by property, automobile and general liability insurance during and after the completion of the work activities of the Loaned Employee(s).

10. Loaning Company Indemnity. Loaning Company agrees to defend, indemnify and hold harmless Borrower and its officers, directors, and employees from any claims, liabilities, damage, costs or expenses (including reasonable attorney's fees) arising from (1) Loaning Company's failure to pay or report taxes, in any way, related to this Agreement, (2) Loaning Company's failure to provide health or disability insurance, retirement benefits, or other benefits, to the Loaned Employee(s), and (3) a claim by the Loaned Employee(s) seeking to participate in, or derive benefit from, any employee benefit program maintained by Borrower.

11. Termination. Borrower may terminate this Agreement upon five (5) days' written notice to Loaning Company, with or without cause. In such an event, Borrower shall pay Loaning Company for the time of the Loaned Employee(s) prior to the termination; however, in no event, shall the Borrower be liable to Loaning Company for unabsorbed overhead, loss of anticipated profit or revenue, or other consequential economic loss due to the termination.

12. Audit. For a period of two (2) years following the expiration or termination of the Agreement, Loaning Company shall provide Borrower or its representatives, with access to relevant timesheets, upon reasonable request, in order to allow Borrower to audit Loaning Company's costs under this Agreement. Notwithstanding anything to the contrary herein, in no event shall Borrower be entitled to audit the composition of the agreed upon labor rates set forth in paragraph 1 above.

13. Assignment. This Agreement and each and every provision herein are for the exclusive benefit of Loaning Company and Borrower and not for the benefit of any third party. This Agreement may not be assigned by either party without the other party's prior written consent.

14. Independent Contractor. The Loaning Company shall be deemed an independent contractor and nothing herein shall be construed as creating, at any time, the relationship of joint venturers, partners, principal/agent or employer/employee between the Loaning Company and Borrower.

15. Waiver. The waiver by any party to this Agreement of a breach of any of the provisions contained herein shall not operate or be construed as a waiver of any subsequent breach.

16. Governing Law. All questions arising out of this Agreement, or its validity, interpretation, performance, breach or tort liability shall be governed by the laws of Arkansas, without regard to its conflict of law provisions.

17. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted from the effective date of the Agreement.

18. Survival. The parties acknowledge and agree that the provisions of this Agreement which by their nature continue beyond the expiration or termination of this Agreement shall survive.

19. Entire Agreement and Amendment. This Agreement constitutes the entire understanding between the parties. This Agreement may not be modified or amended except in writing signed by all of the parties hereto.

20. **LIMITATION OF LIABILITY.** In no event will Loaning Company and its officers, directors and employees, including, but not limited to, the Loaned Employee(s), be liable for any special, indirect, or consequential damages, including, without limitation, loss of revenue or profit, lost production, loss of product, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems or power, claims by customers of Borrower, or governmental fines or penalties.

Loaning Company:	Borrower:
By: 	By: _____
Date: October 9, 2025	Date: _____

EXHIBIT A

SCOPE OF SERVICES

STAFF AUGMENTATION FOR DEPUTY DIRECTOR OF ENGINEERING FOR STREETS AND DRAINAGE

Background Information

The Director of Engineering for the City of Fort Smith (City) retired on August 1, 2025, and Burns & McDonnell was under contract to provide an interim Director for six weeks. The City has asked Burns & McDonnell to extend this staff augmentation arrangement while they work through the recruiting process and identify a permanent Director. This agreement will extend these services for approximately three months.

Scope of Work

Burns & McDonnell will provide a full time Interim Deputy Director of Engineering for Streets and Drainage or other mutually agreeable roles during the transition, providing guidance and leadership for the Department. This role will report directly to the City Administrator who will be responsible for providing direction on priorities and focus areas. In general, tasks include the following:

- Manage the staff within the Engineering Department. This includes hiring assistance, performance reviews, training, providing direction on priorities, and making project assignments. Supervisor responsibilities will be carried out in accordance with the City's policies and applicable laws. Burns & McDonnell will meet regularly with these staff and lead communications throughout the department. As staffing needs arise, Burns & McDonnell will work with the City Administrator to determine if new hires should be pursued or if additional staff augmentation is preferred to fill these needs.

- Manage and direct engineering staff in implementation of public and private projects.

- Determine scope and criteria for engineering and construction projects.

- Prepare briefing reports, resolutions, and ordinances for the Board of Directors and make presentations at Board meetings as needed.

- Meet with other governmental agencies, citizens, and consultants regarding project matters.

- Review citizen complaints and assign appropriate City employees to resolve.

- Leads special projects as assigned by City Administrator.

- Attend up to 9 Board of Directors meetings.

- Support City staff in the management and selection of engineering consultants and construction contractors through the City's prescribed procurement policies. For existing contracts, Burns & McDonnell will support staff in providing guidance and direction throughout project completion. Any actual or perceived conflicts of interest will be elevated to the City Administrator and Burns & McDonnell will remove themselves from activities related to these conflicts.

- Prepare reports, monitor activities, and lead communications with ongoing and new engagements with federal and state agencies as required for project implementation.

Assumptions

- Burns & McDonnell shall not:
    - Provide expert witness in court trials under this agreement. Burns & McDonnell will represent City as facts witness.
    - Be responsible for making termination decisions of City employees.
    - Make final decisions on hiring of new employees. Burns & McDonnell will support the process for new hires within the department and share feedback with the City Administrator who will make final decisions and be responsible for those decisions.
    - Provide final engineering or technical review of work by other engineers or contractors. Burns & McDonnell's review is solely to provide the City with considerations that the City may or may not want to implement. No action or implementation regarding any opinion, recommendation, or observation expressed should proceed without the involvement of the City.
    - Be the Engineer of Record on any project.
    - Make ultimate decision on selection of engineering consultants or construction contractors but will provide input to the City Administrator for final decision.
    - Be responsible for leading recruiting efforts or identifying/selecting the new Director of Engineering.
- Loaned Employee will not have direct or indirect oversight of any projects or work that is being performed, managed or pursued by Burns & McDonnell.
- Level of effort is 40 hours per week for approximately 3 months and up to 9 Board of Directors meetings (assuming 4 hours for each)
- Expenses of up to $1,000 have been included. Use of these expenses will be approved by the City Administrator and expensed and invoiced through the Burns & McDonnell system.
- Burns & McDonnell will be granted full access to City systems and information that will be required to carry out the duties of this work
- City will provide a mobile phone, computer, and an office to be used while performing work under this agreement.

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Sherri Gard, City Clerk

DATE: October 9, 2025

SUBJECT: Millage Ordinances

SUMMARY

The attached ordinances represent the City's annual levy of eight (8) mills on all taxable real and personal property in Fort Smith for the year 2025 (to be collected in 2026). See below:

Category	Mills	Same Rate Since	Estimated 2026 Revenue
General	5	1892 *	$10.2 million
Public Library	1	1986	$ 2.0 million
Fire Retirement & Pension	1	1989	$ 2.0 million
Police Retirement & Pension	1	1989	$ 2.0 million
			$16.2 million

** Except 1985 & 1986, when millage for all cities in Arkansas was reduced due to Amendment No. 59.*

There are no changes to the current millage rates for the city of Fort Smith. The above rates are the maximum allowable per state law, with the exception of the public library. Per the Finance Department, the five (5) mills for general purposes are estimated to generate $10.2 million for the General Fund in 2026, which is 18% of all General Fund revenue. Property tax is the second highest source of revenue in the General Fund.

Below is a list of entities and their respective millage rates:

Entity/Purpose	Mills
Fort Smith Public Schools - Operations *	25
Fort Smith Public Schools - Debt Service *	17.058
Sebastian County - General	5
Sebastian County - Roads	3
City of Fort Smith - General	5
City of Fort Smith - Library	1
City of Fort Smith - Fire Retirement & Pension	1
City of Fort Smith - Police Retirement & Pension	1
	58.058

** This millage is for properties located within the Fort Smith School District. Properties located within the city of Fort Smith, but in the Greenwood School District, Greenwood Public Schools collect 25 mills for Operations and 15.6 mills for Debt Service.*

Upon approval, the ordinances will be submitted to the Sebastian County Clerk for presenting to the Quorum Court at their November meeting, which is when millage rates for all cities in Sebastian County are considered.

If you have any questions, please let me know.

ORDINANCE NO. _____

AN ORDINANCE FIXING THE RATE OF AND LEVYING FIVE (5.0) MILLS UPON ALL TAXABLE REAL AND PERSONAL PROPERTY IN THE CITY OF FORT SMITH, ARKANSAS FOR THE YEAR 2025 FOR GENERAL PURPOSES

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: The rate of taxation of all real and personal property in the City of Fort Smith, Arkansas, for the year 2025 for general purposes under the authority of Section 4, Article 12 of the Constitution of 1874 of the State of Arkansas is hereby fixed at five (5.0) mills on the dollar of assessed valuation of all taxable real and personal property subject to taxation in the City of Fort Smith, Arkansas.

SECTION 2: The City Clerk is hereby directed to transmit a certified copy of this ordinance to the County Clerk of Sebastian County, Arkansas, for the Fort Smith District, to the end that said taxes may be extended upon the books of said County and collected as required by law.

PASSED AND APPROVED this 14th day of October, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
Publish one time

ORDINANCE NO. _____

AN ORDINANCE TO LEVY ONE (1) MILL TAX UPON EACH DOLLAR OF ASSESSED VALUE OF TAXABLE REAL AND PERSONAL PROPERTY TO BE USED FOR MAINTENANCE OF A PUBLIC-CITY LIBRARY PURSUANT TO THE PROVISIONS OF AMENDMENT NO. 30 OF THE CONSTITUTION OF THE STATE OF ARKANSAS OF 1874 ADOPTED NOVEMBER 5, 1940, AND FOR OTHER RELATED PURPOSES

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: There is hereby levied for the year 2025 one (1) mill tax on the assessed value of taxable real and personal property located within the City, the proceeds from the collection of which shall be paid into a fund to be used for the maintenance of the Fort Smith Public-City Library.

SECTION 2: The said tax shall be levied, collected and paid over to said fund to be used for said purpose at the time and in the manner as the law now provides for the levy, collection and payment over of other general taxes of the City of Fort Smith as are now levied and collected and that the proceeds of such tax shall be segregated by the City Directors and used only for the purpose of maintenance of a Public-City Library.

SECTION 3: The City Clerk of the City of Fort Smith is hereby directed to submit a certified copy of this ordinance to the County Clerk of Sebastian County, Arkansas, for the Fort Smith District, to the end that said taxes may be extended upon the books of said County and collected together with other taxes.

PASSED AND APPROVED this 14th day of October, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
Publish one time

ORDINANCE NO. _____

AN ORDINANCE TO LEVY ONE (1) MILL TAX UPON EACH DOLLAR OF ASSESSED VALUE OF TAXABLE REAL AND PERSONAL PROPERTY FOR POLICE RETIREMENT AND PENSION FUND, PURSUANT TO THE PROVISIONS OF AMENDMENT NO. 31 OF THE CONSTITUTION OF THE STATE OF ARKANSAS OF 1874 ADOPTED NOVEMBER 5, 1940, AND FOR OTHER RELATED PURPOSES

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: There is hereby levied for the year 2025 a one (1) mill tax on the assessed value of taxable real and personal property located within the City, the proceeds from the collection of which shall be paid into the Police Retirement and Pension Fund for the purpose of such fund as provided by law.

SECTION 2: The said tax shall be levied, collected and paid over to said fund to be used for said purpose at the time and in the manner as the law now provides for the levy, collection and payment over of other general taxes of the City of Fort Smith; provided, the person who thereby collects said tax shall pay the same directly to said fund, or the trustee or custodians, thereof.

SECTION 3: The City Clerk of the City of Fort Smith is hereby directed to submit a certified copy of this ordinance to the County Clerk of Sebastian County for the Fort Smith District to the end that said taxes may be extended on the tax books of said District of said County and collected together with other taxes.

PASSED AND APPROVED this 14th day of October, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
Publish one time

ORDINANCE NO. _____

AN ORDINANCE TO LEVY ONE (1) MILL TAX UPON EACH DOLLAR OF ASSESSED VALUE OF TAXABLE REAL AND PERSONAL PROPERTY FOR FIRE RETIREMENT AND PENSION FUND, PURSUANT TO THE PROVISIONS OF AMENDMENT NO. 31 OF THE CONSTITUTION OF THE STATE OF ARKANSAS OF 1874 ADOPTED NOVEMBER 5, 1940, AND FOR OTHER RELATED PURPOSES

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: There is hereby levied for the year 2025 a one (1) mill tax on the assessed value of taxable real and personal property located within the City, the proceeds from the collection of which shall be paid into the Fire Retirement and Pension Fund for the purpose of such fund as provided by law.

SECTION 2: The said tax shall be levied, collected and paid over to said fund to be used for said purpose at the time and in the manner as the law now provides for the levy, collection and payment over of other general taxes of the City of Fort Smith; provided, the person who thereby collects said tax shall pay the same directly to said fund, or the trustee or custodians, thereof.

SECTION 3: The City Clerk of the City of Fort Smith is hereby directed to submit a certified copy of this ordinance to the County Clerk of Sebastian County for the Fort Smith District to the end that said taxes may be extended on the tax books of said District of said County and collected together with other taxes.

PASSED AND APPROVED this 14th day of October, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
Publish one time

City of Fort Smith Water Utilities

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Jimmie Johnson, Deputy Director of Engineering-Utility

DATE: October 1, 2025

SUBJECT: Emergency Sanitary Sewer Rehabilitation M006-0940-M006-0930, Project 25-07-C1

SUMMARY

This project involves the emergency rehabilitation of approximately 400 linear feet of a collapsed 8-inch sanitary sewer main between manholes M006-0940 and M006-0930, located near the intersection of Cherokee Circle and Leigh Avenue. Following a site inspection, staff determined the traditional open-cut excavation was not possible due to limited access, depth of the pipe and the presence of nearby power poles. Based on the initial assessment, Utility Engineering staff decided to proceed with a trenchless repair method, specifically the pipe burst method to complete the work efficiently and minimize disruption to the surrounding area. Please see the attached map for the project location.

Proposals were requested from a few contractors currently working in the area on similar projects in an attempt to quickly rehabilitate the collapsed sewer line using a trenchless method. Vortex submitted the lowest proposal of $316,510.50 to fully rehabilitate the line using the Cured-in-Place Pipe (CIPP) method. A cost proposal tabulation sheet is included for review.

Once Vortex began the rehabilitation work, it was discovered the CIPP method would not be feasible due to a service line that had been incorrectly connected to the concrete sewer main many years ago. Additionally, it was anticipated that any further cleaning needed to prepare the line for CIPP installation could potentially damage the deteriorated concrete pipe. As a result, Vortex was asked to complete two emergency point repairs on the blocked and collapsed sections to restore proper flow in the sewer line. Vortex has completed this work and submitted an invoice, attached for your review.

A resolution accepting the project as complete due to differing pipe conditions other than originally expected—and authorizing payment to Vortex Services, LLC in the amount of $130,000.00 is attached for your review.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs). Please contact me should you or members of the Board have any questions or desire additional information.

ATTACHMENTS

1. 10-21-25_Item_ID_2221_Ordinance_Utilities.pdf
2. 10-21-25_Item_ID_2221_Attachment_Utilities Updated.pdf

FISCAL IMPACT: *$130,000.00*
BUDGET INFORMATION: *Budgeted / Water Utilities - 5/8% Sales and Use Tax*

CONSENT DECREE

ORDINANCE NO._____

AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING; DECLARING THE PROJECT COMPLETE AND AUTHORIZING FINAL PAYMENT TO VORTEX SERVICES, LLC FOR THE EMERGENCY SANITARY SEWER REHABILITATION M006-0940-M006-0930, PROJECT NO. 25-07-C1

BE IT ORDAINED AND EXACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS that:

WHEREAS, it was necessary to initiate emergency rehabilitation point repairs of approximately 400 linear feet of an 8-inch sanitary sewer main located between manholes M006-0940 and M006-0930 in order to eliminate the possibility of health hazards to the residents of the City of Fort Smith,

NOW THEREFORE,

SECTION 1: An emergency, exceptional situation is declared to exist requiring the waiving of competitive bidding for a project to rehabilitate the 8-inch sewer line located between manholes M006-0940 and M006-0930 (Project 25-07-C1). Based on the exceptional situation, competitive bidding requirements for Project 25-07-C1 are hereby waived.

SECTION 2: The award of the contract for work described in Section 1 to Vortex Services, LLC is hereby confirmed.

SECTION 3: The construction project performed by Vortex Services LLC is hereby accepted as completed.

SECTION 4: Final payment to Vortex Services LLC in the amount of $130,000.00 is hereby approved.

Passed and Approved this _____ day of _____, 2025.

APPROVED:

_____

Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

PROJECT SUMMARY – 25-07-C1

EMERGENCY SEWER REHABILITATION PROJECT (VORTEX)

- Approximately 400 feet of 8-inch sewer pipe between manholes M006-0940 and M006-0930, located near the intersection of Cherokee Circle and Leigh Avenue, collapsed several months ago.
- City crews regularly went onsite to vacuum the manhole to maintain flow and prevent sanitary sewer overflows. Please see the attached photos for reference.
- Following a site inspection, City staff determined that traditional open-cut excavation was not possible due to limited access, the depth of the pipe, and the presence of nearby power poles.
- City of Fort Smith requested proposals from several contractors already working with the city to quickly rehabilitate a collapsed sewer line using a trenchless method, specifically pipe bursting. Vortex submitted the lowest proposal, totaling $316,510.50, and proposed an alternative approach to perform point repairs first, followed by rehabilitation of the entire line using the Cured-in-Place Pipe (CIPP) method.
- However, after Vortex began rehabilitation work, it was determined that the CIPP method was not possible due to a service line that had been improperly connected to the concrete sewer main many years earlier. Additionally, the extra cleaning required for CIPP installation could potentially damage the already deteriorated concrete pipe.
- Due to these issues, Vortex was requested to perform the originally planned two emergency point repairs on the blocked and collapsed sections to restore proper flow in the sewer line, and not to perform the CIPP work. Vortex has completed the repairs and submitted an invoice for $130,000.00.

COST PROPOSAL TABULATION SHEET

PROJECT NAME

Emergency Sanitary Sewer Rehabilitation, M006-0940_M006-0930

Project Number: 25-07-C1

COST PROPOSAL RECEIVED

Contractor	Cost Estimate
Forsgren,Inc.	$1,391,969.00
Patriot Utilities	$969,787.00
Vortex Services LLC	$316,510.50

PROJECT 25-07-C1
LOCATION MAP



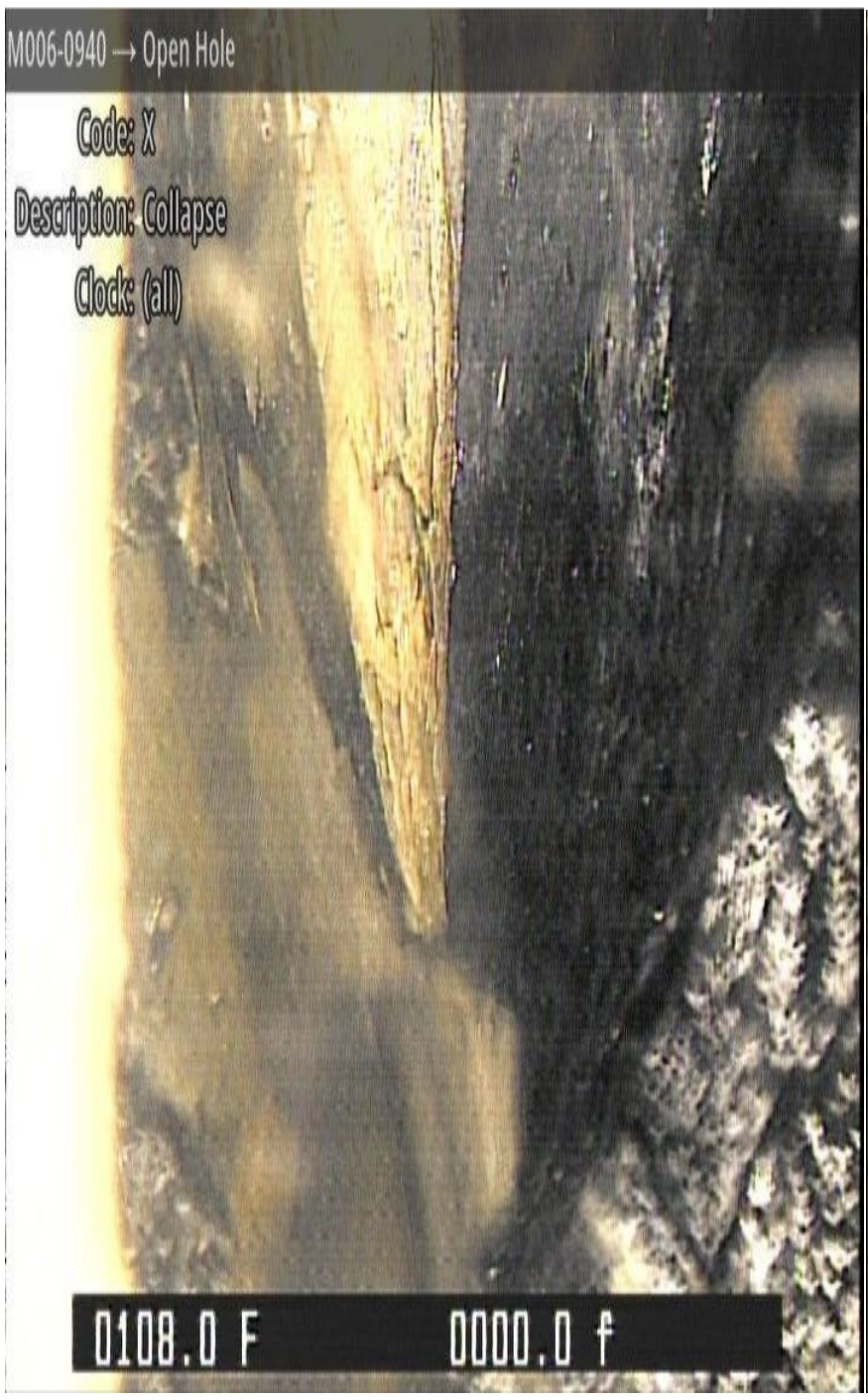
Below are photos of City of Fort Smith Water Utilities team vacuuming Manhole MH006-0945 at regular intervals. This routine maintenance was performed to prevent potential overflows prior to the rehabilitation of the M006-0940 to M006-0930 sanitary sewer main line.







Below are photos of the existing concrete sanitary sewer line, which had issues such as blockages, collapse, and incorrect sanitary sewer service connections to the main line.







Below are photos of the point repair work completed to address the blockage and collapsed section of the existing concrete sanitary sewer main line.





PAY APPLICATION

25-07-C1 - Emergency Sanitary Sewer Rehabilitation, M006-0940_M006-0930

Date: 08/21/2025
Pay App No.: 1
Work From: 08/11/2025
Work To: 08/20/2025

Contractor:
Vortex Services LLC
18150 Imperial Valley Dr.
Houston,Tx,77060

Project Items						Pay Application #1					
#	Units	Description	Quantity	Unit Cost	Total Cost	Previously Completed		Completed This	Total Completed		Total this Estimate	Total Amount to Date
Base Bid												
1	EA	Mobilization per Occurance - CIPP	1	$ 10,725.00	$ 10,725.00		0.00%	-	-	0.00%	$ -	$ -
2	LF	8" CIPP Sanitary Sewer Line - 3.6 mm UV cured Liner	400	$ 93.00	$ 37,200.00		0.00%	-	-	0.00%	$ -	$ -
3	EA	Reinstate Services	15	$ 286.00	$ 4,290.00		0.00%	-	-	0.00%	$ -	$ -
4	HR	Mechanical Cleaning - Potential Root Removal	2	$ 644.00	$ 1,288.00		0.00%	-	-	0.00%	$ -	$ -
5	LS	Bypass (using 2-3" pump and 500 ft of Layout)	1	$ 7,150.00	$ 7,150.00		0.00%	-	-	0.00%	$ -	$ -
6	EA	Water Meter	1	$ 1,000.00	$ 1,000.00		0.00%	-	-	0.00%	$ -	$ -
7	CCF	Water Usage, per CCF	1	$ 7.50	$ 7.50		0.00%	-	-	0.00%	$ -	$ -
8	EA	Traffic Control	1	$ 30,000.00	$ 30,000.00		0.00%	-	-	0.00%	$ -	$ -
10	Point Repairs			$ -	$ -		0.00%	-	-	#DIV/0!	$ -	$ -
11	LS	Point Repair of 8" Sanitary Sewer Line, not to exceed 10L	1	$ 65,000.00	$ 65,000.00		0.00%	2.00	2.00	200.00%	$ 130,000.00	$ 130,000.00
12	LF	PreCCTV	400	$ 15.00	$ 6,000.00		0.00%	-	-	0.00%	$ -	$ -
14	LS	Bonds & Insurance	1	$ 4,850.00	$ 4,850.00		0.00%	-	-	0.00%	$ -	$ -
16	Alternate Items			$ -	$ -		0.00%	-	-	#DIV/0!	$ -	$ -
17	EA	Mobilization per Occurance - Point Repairs	1	$ 15,000.00	$ 15,000.00		0.00%	-	-	0.00%	$ -	$ -
18	LF	Additional LF of Point repair of 8" Sanitary Sewer Line, O	20	$ 6,700.00	$ 134,000.00		0.00%	-	-	0.00%	$ -	$ -
				Sub-Total	$ 316,510.50					Sub-Total	$ 130,000.00	$ 130,000.00

Total	**$ 316,510.50**

Total Work Completed To Date		$ 130,000.00
Retainage to Date	0%	$ -
Materials Stored		$ -
Total Due to Date		$ 130,000.00
Previous Payments		$ -
Final Amount Due this Estimate		$ 130,000.00

Approved (Inspector): _____
Date: 08/21/2025
Approved (Engineer): PARTH MODI
Date: 08/21/2025
Approved (Contractor): Michael Mirabella
Date: 8/21/25

Approved (Owner): _____
Date: _____

This represents the final payment for the Vortex portion of this project.
Due to the deteriorated condition of the existing sanitary sewer main line, cured-in-place pipe (CIPP) lining is not considered a feasible method of rehabilitation.
City of Fort Smith will hire a different contractor to complete the necessary repairs or replacement using a method better suited to the condition of the existing pipe.

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Jimmie Johnson, Deputy Director of Engineering-Utility

DATE: October 1, 2025

SUBJECT: Emergency Sanitary Sewer Replacement, M006-0940-M006-0930, Project 25-07-C2

SUMMARY

This project involved replacement of approximately 400 linear feet of an 8-inch sanitary sewer main between manholes M006-0940 and M006-0930, 180 linear feet of 4-inch sanitary sewer service line, and the rehabilitation of two manholes located near the intersection of Cherokee Circle and Leigh Avenue. Please see the attached map for the project location.

Following completion of the two emergency point repairs by Vortex, Utility Engineering staff requested a proposal from Krapff-Reynolds Construction Company to correct the sewer main connection and replace the sanitary sewer main between manholes M006-0940 and M006-0930. The proposal was requested from Krapff-Reynolds Construction Company due to higher than anticipated original contractor proposals. Krapff-Reynolds Construction Company submitted the lowest proposal of $304,762.00 when compared to the originally submitted proposals.

Krapff-Reynolds Construction Company has completed all the required work and submitted an invoice for the completed project, which is included for review.

A resolution accepting the project as complete and authorizing payment to Krapff-Reynolds Construction Company in the $304,762.00 is attached for your review.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs). Please contact me should you or members of the Board have any questions or desire additional information.

ATTACHMENTS

1. 10-21-25_Item_ID_2222_Ordinance_Utilities.pdf
2. 10-21-25_Item_ID_2222_Attachment_Utilities Updated.pdf

FISCAL IMPACT: *$304,762.00*
BUDGET INFORMATION: *Budgeted / Water Utilities - 5/8% Sales and Use Tax*

CONSENT DECREE

ORDINANCE NO._____

AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING; DECLARING THE PROJECT COMPLETE AND AUTHORIZING FINAL PAYMENT TO KRAPFF-REYNOLDS CONSTRUCTION COMPANY FOR THE EMERGENCY SANITARY SEWER REPLACEMENT M006-0940-M006-0930, PROJECT NO. 25-07-C2

BE IT ORDAINED AND EXACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS that:

WHEREAS, it was necessary to initiate emergency replacement of a sewer main connection involving approximately 180 linear feet of a 4-inch sanitary sewer service line between manholes M006-0940 and M006-0930 and rehabilitation of 2 manholes located near the intersection of Cherokee Circle and Leigh Avenue in order to eliminate the possibility of health hazards to the residents of the City of Fort Smith,

NOW THEREFORE,

SECTION 1: An emergency, exceptional situation is declared to exist requiring the waiving of competitive bidding for a project to rehabilitate a 4-inch sewer service line located between manholes M006-0940 and M006-0930 and rehabilitation of 2 manholes located near the intersection of Cherokee Circle and Leigh Avenue (Project 25-07-C2). Based on the exceptional situation, competitive bidding requirements for Project 25-07-C2 are hereby waived.

SECTION 2: The award of the contract for work described in Section 1 to Krapff-Reynolds Construction Company is hereby confirmed.

SECTION 3: The construction project performed by Krapff-Reynolds Construction Company is hereby accepted as completed.

SECTION 4: Final payment to Krapff-Reynolds Construction Company in the amount of $304,762.00 is hereby approved.

Passed and Approved this _____ day of ____, 2025.

APPROVED:

_____

Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

PROJECT SUMMARY – 25-07-C2

EMERGENCY SEWER REPLACEMENT PROJECT

(KRAPFF-REYNOLDS CONSTRUCTION)

- Following the completion of two emergency point repairs by Vortex, the City of Fort Smith requested a proposal from Krapff-Reynolds Construction Company to repair the sanitary sewer services and service connections, and to replace the sanitary sewer main between manholes M006-0940 and M006-0930.
- City of Fort Smith made this request because the original cost proposals submitted by two other contractors were higher than expected. As a result, the city contacted Krapff-Reynolds Construction Company to explore a more cost-effective option. Krapff-Reynolds responded with a proposal totaling $304,762.00, which was lower than the proposals received from the other contractors.
- Krapff-Reynolds Construction Company has successfully completed all required work and has submitted an invoice for the completed project. The invoice is attached for your review.

PAY APPLICATION

25-07-C2 - Emergency Sanitary Sewer Replacement, M006-0940_M006-0930

Date: 09/16/2025
Pay App No.: 1
Work From: 08/21/2025
Work To: 09/15/2025

Contractor:
Krapff-Reynolds Construction Company
2400 NE 4th Street
Oklahoma City, OK 73117

Project Items						Pay Application #1				
#	Units	Description	Quantity	Unit Cost	Total Cost	Completed This Estimate	Total Completed		Total this Estimate	Total Amount to Date
		Base Bid								
1	LS	Performance and Payment Bond	1	$ 2,540.00	$ 2,540.00	1.00	1.00 100.00000%	1/1 = 100%	$ 2,540.00	$ 2,540.00
2	LS	Clearing and Grubbing	1	$ 10,000.00	$ 10,000.00	1.00	1.00 100.00%	1/1 = 100%	$ 10,000.00	$ 10,000.00
3	LF	Heavy Cleaning (Pre Construction CCTV)	403	$ 25.00	$ 10,075.00	403.00	403.00 100.00%	403/403 = 100%	$ 10,075.00	$ 10,075.00
4	LF	Pipe Bursting (8-Inch, HDPE SDR 17)	403	$ 537.00	$ 216,411.00	403.00	403.00 100.00%	403/403 = 100%	$ 216,411.00	$ 216,411.00
5	LF	Post-CCTV Sewer Main (8-Inch Dia.)	403	$ 5.00	$ 2,015.00	403.00	403.00 100.00%	403/403 = 100%	$ 2,015.00	$ 2,015.00
6	LF	Sewer Service Line (4-Inch, PVC Sch. 40)	180	$ 20.00	$ 3,600.00	180.00	180.00 100.00%	180/180 = 100%	$ 3,600.00	$ 3,600.00
7	EA	Service Lateral Reinstatement After Pipe Burst of Main (4-Inch)	12	$ 1,500.00	$ 18,000.00	12.00	12.00 100.00%	12/12 = 100%	$ 18,000.00	$ 18,000.00
8	EA	Sewer Service Clean-outs (4-Inch)	11	$ 500.00	$ 5,500.00	11.00	11.00 100.00%	11/11 = 100%	$ 5,500.00	$ 5,500.00
9	EA	Manhole Lining Up to 6 Feet Deep (4-Foot Diameter)	2	$ 1,800.00	$ 3,600.00	2.00	2.00 100.00%	2/2 = 100%	$ 3,600.00	$ 3,600.00
10	VF	Additional Depth for Manhole Lining (4-Foot Diameter)	10.67	$ 300.00	$ 3,201.00	10.67	10.67 100.00%	10.67/10.67 = 100%	$ 3,201.00	$ 3,201.00
11	EA	Remove and Replace Manhole Frame and Covers	2	$ 750.00	$ 1,500.00	2.00	2.00 100.00%	2/2 = 100%	$ 1,500.00	$ 1,500.00
12	EA	Manhole Grade Adjustment	1	$ 700.00	$ 700.00	1.00	1.00 100.00%	1/1 = 100%	$ 700.00	$ 700.00
13	LS	Site Restoration	1	$ 10,000.00	$ 10,000.00	1.00	1.00 100.00%	1/1 = 100%	$ 10,000.00	$ 10,000.00
14	SY	Solid Sodding	612	$ 10.00	$ 6,120.00	612.00	612.00 100.00%	612/612 = 100%	$ 6,120.00	$ 6,120.00
15	LS	Mobilization	1	$ 11,500.00	$ 11,500.00	1.00	1.00 100.00%	1/1 = 100%	$ 11,500.00	$ 11,500.00
				Sub-Total	**$ 304,762.00**		**Sub-Total**		**$ 304,762.00**	**$ 304,762.00**

Approved (Inspector): Tan Nguyen
Date: 9/18/2025
Approved (Engineer): PARTH MODI
Date: 09/18/2025
Approved (Contractor): [signature]
Date: 9/16/2025

Total	**$ 304,762.00**

Total Work Completed To Date		$ 304,762.00
Retainage to Date	0%	$ -
Materials Stored		$ -
Total Due to Date		$ 304,762.00
Previous Payments		$ -
Final Amount Due this Estimate		$ 304,762.00

Approved (Owner): _____
Date: _____

PROJECT 25-07-C2
LOCATION MAP



Below are photos showing the process of replacing the sanitary sewer main between Manholes M006-0940 and M006-0930 using the pipe bursting method.





Below are photos showing the original condition of the manhole and its condition after rehabilitation.





Below is a photo showing the site restoration after the project was completed.



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Ben Marts, Interim Director of Engineering

DATE: October 7, 2025

SUBJECT: 2023 Street Overlays/Reconstruction, Phase D Project No. 23-03-D

SUMMARY

This project scope included asphalt overlays and reconstruction for approximately 1.4 miles of streets and rehabilitation of the associate stormwater system and is funded by the Street Sales Tax Fund. A portion of the stormwater work included replacement of the bridge on 28th street. In addition, this project incorporated Consent Decree related sanitary sewer improvements. The sanitary sewer lines and manholes were rehabilitated prior to the street resurfacing work. The cost for the work on the sanitary sewer lines and manholes will be reimbursed to the Street Sales Tax Fund by the Utility Department once the project is complete. An exhibit detailing the locations along with a summary sheet which provides project cost and contract time information is attached for additional information.

This project was substantially completed on September 29, 2025, which is 49 days beyond the contract completion date of July 7, 2025. A time extension of 49 days is warranted due to adverse weather delays and unanticipated work. The time extension consists of 40 days for adverse weather and nine days for the additional unanticipated work. The additional work involved replacing additional storm sewer lines that were discovered to be in poor condition. A remaining contract balance exists due to the actual quantities of installed items being less than the estimated plan quantities.

This project was in alignment with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-4.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems) and TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs).

Attached is a Resolution for Change Order No. 2 to increase the contract time by 49 days. Also attached is a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the Resolution be accepted by the Board at the next regular meeting.

ATTACHMENTS

1. 23-03-D_Resolution__Change_Order__2_.pdf
2. 23-03-D - Summary (Final Pay).pdf

FISCAL IMPACT: *additional 49 days*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 2 FOR A TIME EXTENSION FOR THE 2023 STREET OVERLAYS/RECONSTRUCTION, PHASE D PROJECT NO. 23-03-D

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

Change Order No. 2 with Forsgren, Inc., for the 2023 Street Overlays/Reconstruction, Phase A, Project No. 23-03-D which increases the contract time by 49 calendar days, is hereby approved.

This Resolution adopted this _____ day of October, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
No Publication Required

Summary Sheet

City of Fort Smith

Project Status	Completed	Project name:	2023 Street Overlays/ Reconstruction, Phase D
Today's Date:	10/9/2025		
Staff contact name:	Ben Marts	Project number:	23-03-D
Staff contact phone:	784-2243	Consultant Engineer:	Crafton Tull
Contract time (no of days):	254	Project contractor:	Forsgren, Inc.
Notice to proceed issued:	12/2/2024		

	Dollar Amount	Completion Date
Original Bid Award	$2,691,340.94	9/29/2025
Change Order #1	$138,507.25	
Adjusted contract amount	$2,829,848.19	
Work Completed to Date	$2,367,640.41	
Payments to date	$2,041,119.96	
Less Liquidated Damages	$0.00	
Amount of this payment	$326,520.45	
Contract balance remaining	$462,207.78	
Retainage held	0%	
Final payment	$326,520.45	
Amount **under** adjusted contract as a percentage	16%	

Final C Final Comments:

The project was substantially complete on September 29, 2025 after the contract completion date of August 12, 2025. There were 40 days of weather related delays and nine additional days related to extra work that was not detailed on the construction plans.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE 2023 STREET OVERLAYS/RECONSTRUCTION, PHASE D
PROJECT NO. 23-03-D

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: The City of Fort Smith hereby accepts the 2023 Street Overlays/Reconstruction, Phase D, Project No. 23-03-D, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $326,520.45 to the contractor, Forsgren Inc. for the 2023 Street Overlays/Reconstruction, Phase D, Project No. 23-03-D.

This Resolution adopted this _____ day of October, 2025.

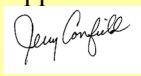
APPROVED:

_____
Mayor

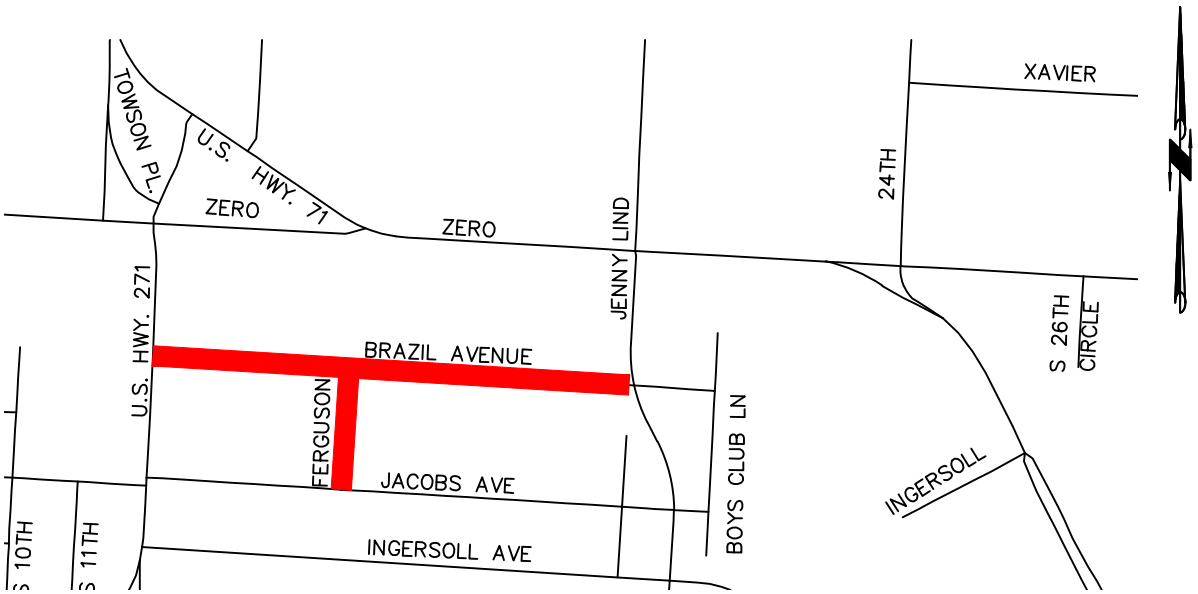
ATTEST:

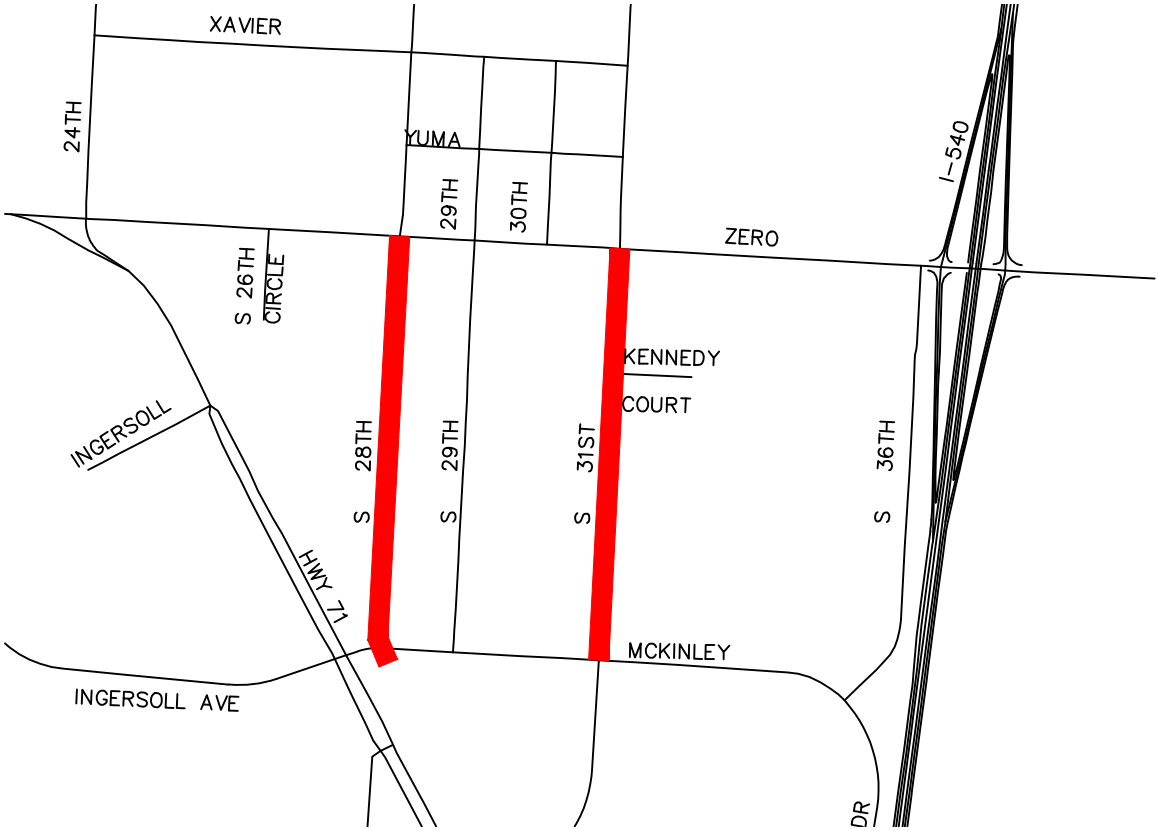
_____
City Clerk

Approved as to Form



_____
No Publication Required



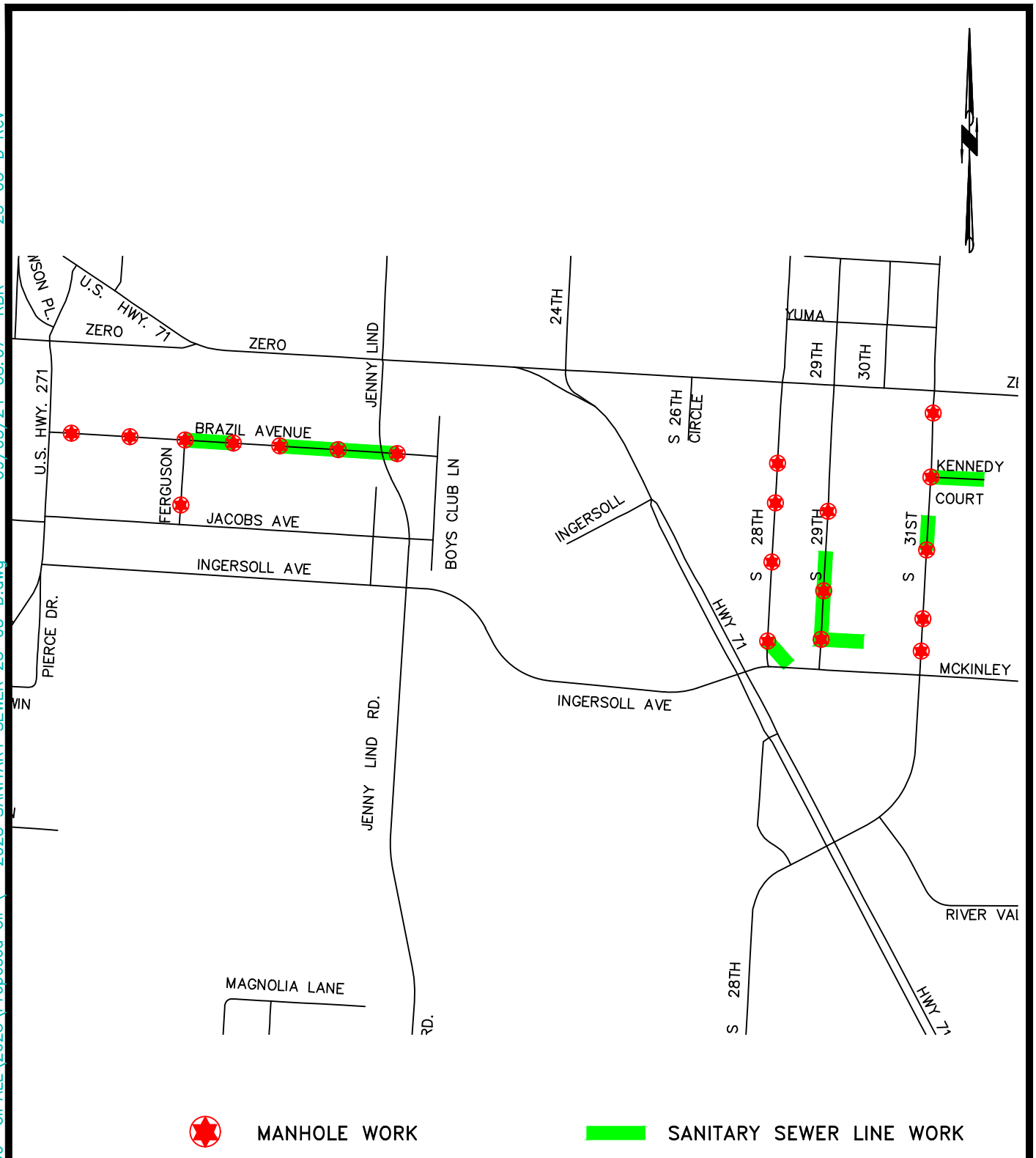


2023 CAPITAL IMPROVEMENTS PROGRAM
STREET IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	23-03-D
Date:	MAR. 2024
Scale:	NONE
Drawn By:	RBR

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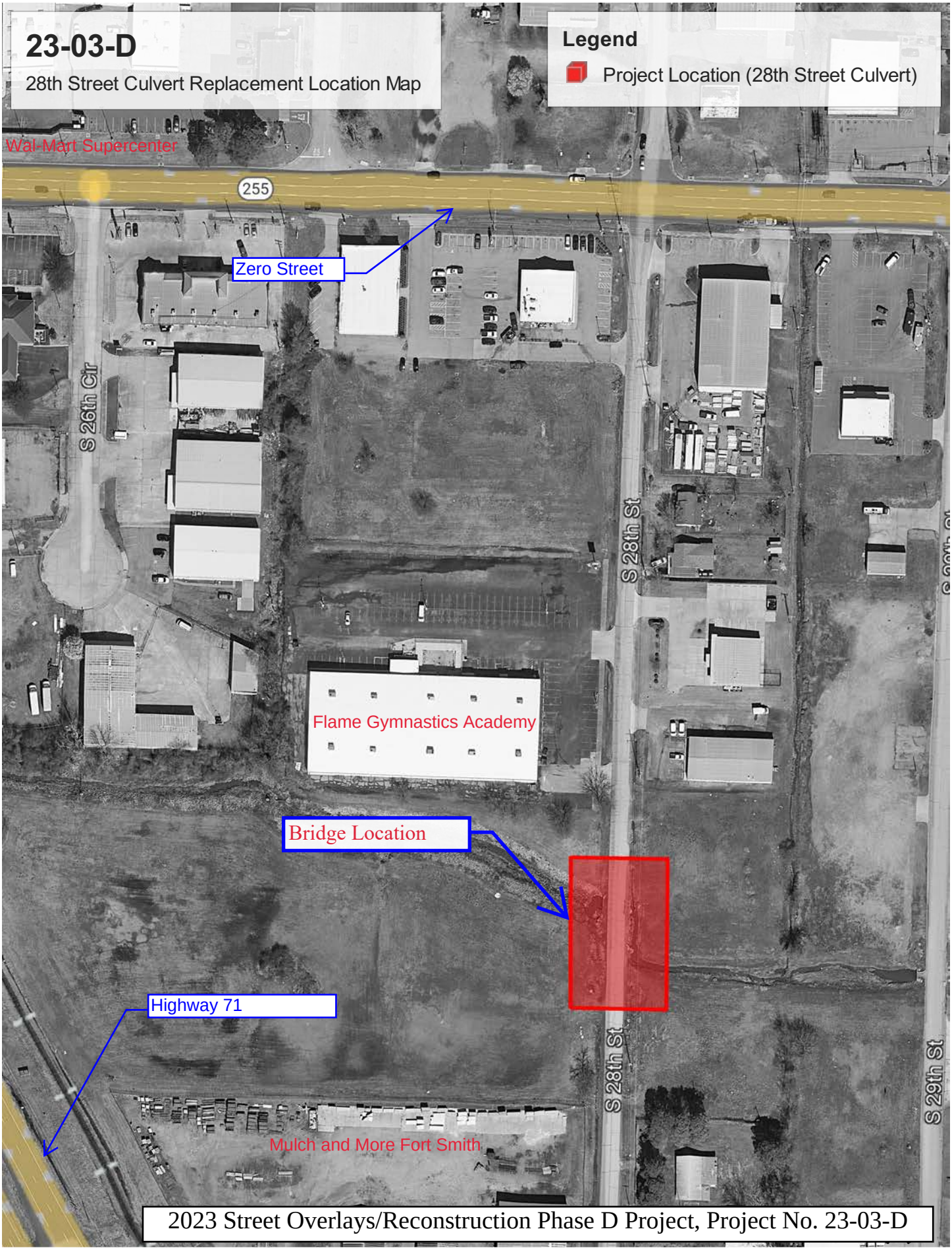


2023 CAPITAL IMPROVEMENTS PROGRAM
SANITARY SEWER IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	23-03-D
Date:	SEPT 2024
Scale:	NONE
Drawn By:	RBR

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23-03-D
28th Street Culvert Replacement Location Map
Legend
Project Location (28th Street Culvert)
Wal-Mart Supercenter
255
Zero Street
S 26th Cir
S 28th St
Flame Gymnastics Academy
Bridge Location
Highway 71
Mulch and More Fort Smith
S 28th St
S 29th St
2023 Street Overlays/Reconstruction Phase D Project, Project No. 23-03-D

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Ben Marts, Interim Director of Engineering

DATE: October 7, 2025

SUBJECT: 2023 Street Overlays/Reconstruction, Phase A Project No. 23-03-A

SUMMARY

The original scope of this project included the overlay/reconstruction for the 1.8 mile section of Phoenix Avenue between Towson Avenue and Old Greenwood Road. This work is funded by Street Sales Tax Program. This project also incorporated Consent Decree related utility work. The sanitary sewer lines and manholes rehabilitation work was completed prior to the street resurfacing work. The utility work was completed on Phoenix Avenue and along portions of Utica Street and South 24th Street. The cost for the work on the sanitary sewer lines and manholes will be reimbursed to the street sales tax fund from the utility department once the project is complete.

During construction the utility department identified additional sanitary sewer line work that required additional work. This included work at the following locations: 24th Street and Phoenix Avenue, Brazil Avenue and Jenny Lind Road, and South 28th Street between Zero Street and McKinley Avenue. This work, along with a 120-day extension in the contract time, was incorporated in the project with Change Order #1 (Resolution R-99-25). Please see the attached exhibits for additional detail for project locations.

This project was substantially completed on September 15, 2025. All work was finished within the contract's allotted time frame. A remaining contract balance exists due to the actual quantities of installed items being less than the estimated plan quantities.

This project aligns with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-4.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems) and TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs).

Attached is a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the Resolution be accepted by the Board at the next regular meeting.

ATTACHMENTS

1. 23-03-A_Final_Payment_Resolution__2025.10.08_.pdf
2. 23-03-A_Overall_Location_Exhibits Updated.pdf
3. 23-03-A_-_Summary__Final_Pay_ Updated.pdf

FISCAL IMPACT: *$480,443.05*
BUDGET INFORMATION: *Budgeted / Engineering - Sales Tax Program*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE 2023 STREET OVERLAYS/RECONSTRUCTION, PHASE A
PROJECT NO. 23-03-A

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: The City of Fort Smith hereby accepts the 2023 Street Overlays/Reconstruction, Phase A, Project No. 23-03-A, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $480,443.05 to the contractor, Forsgren Inc. for the 2023 Street Overlays/Reconstruction, Phase A, Project No. 23-03-A.

This Resolution adopted this _____ day of October, 2025.

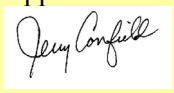
APPROVED:

_____
Mayor

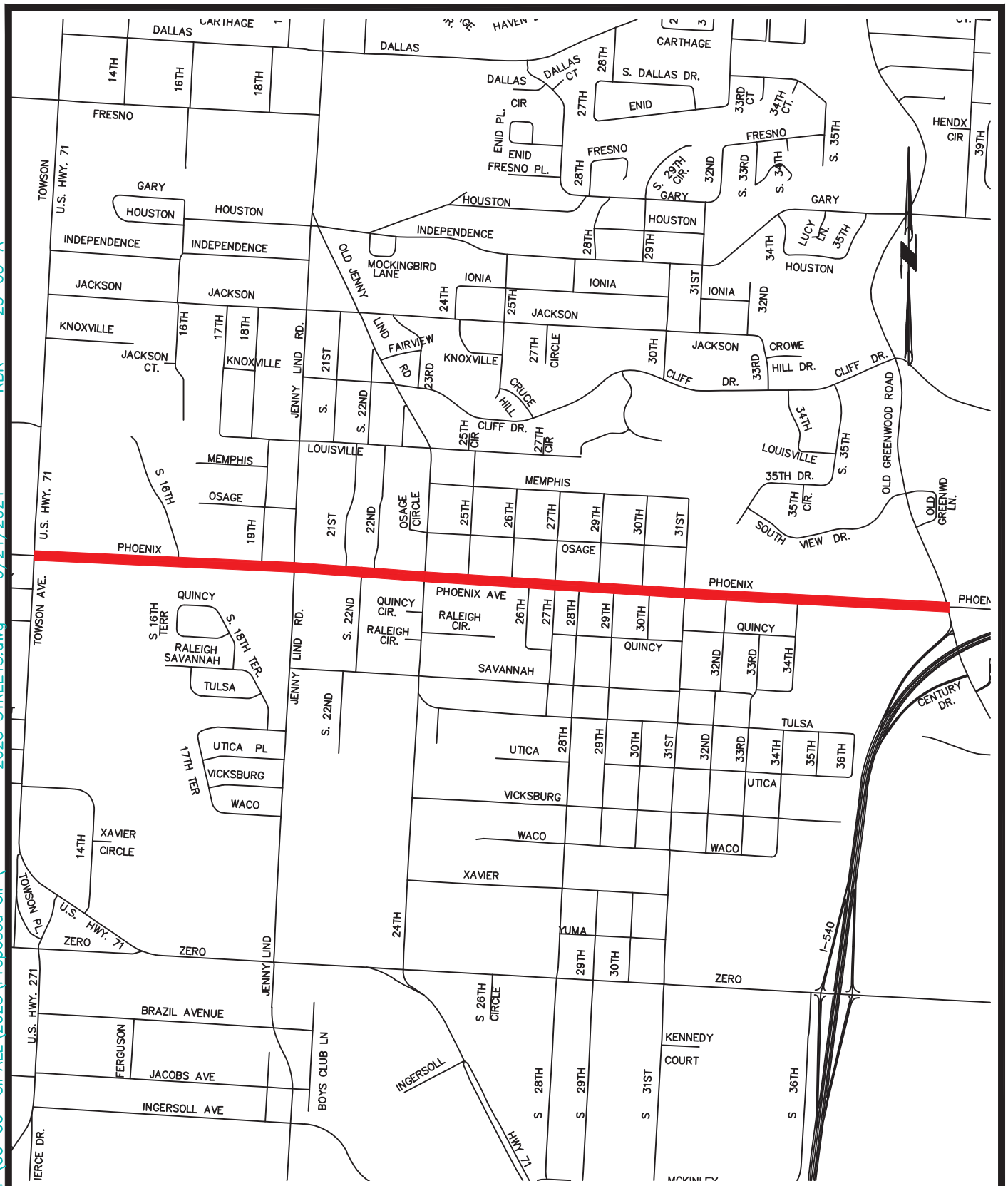
ATTEST:

_____
City Clerk

Approved as to Form



_____
No Publication Required

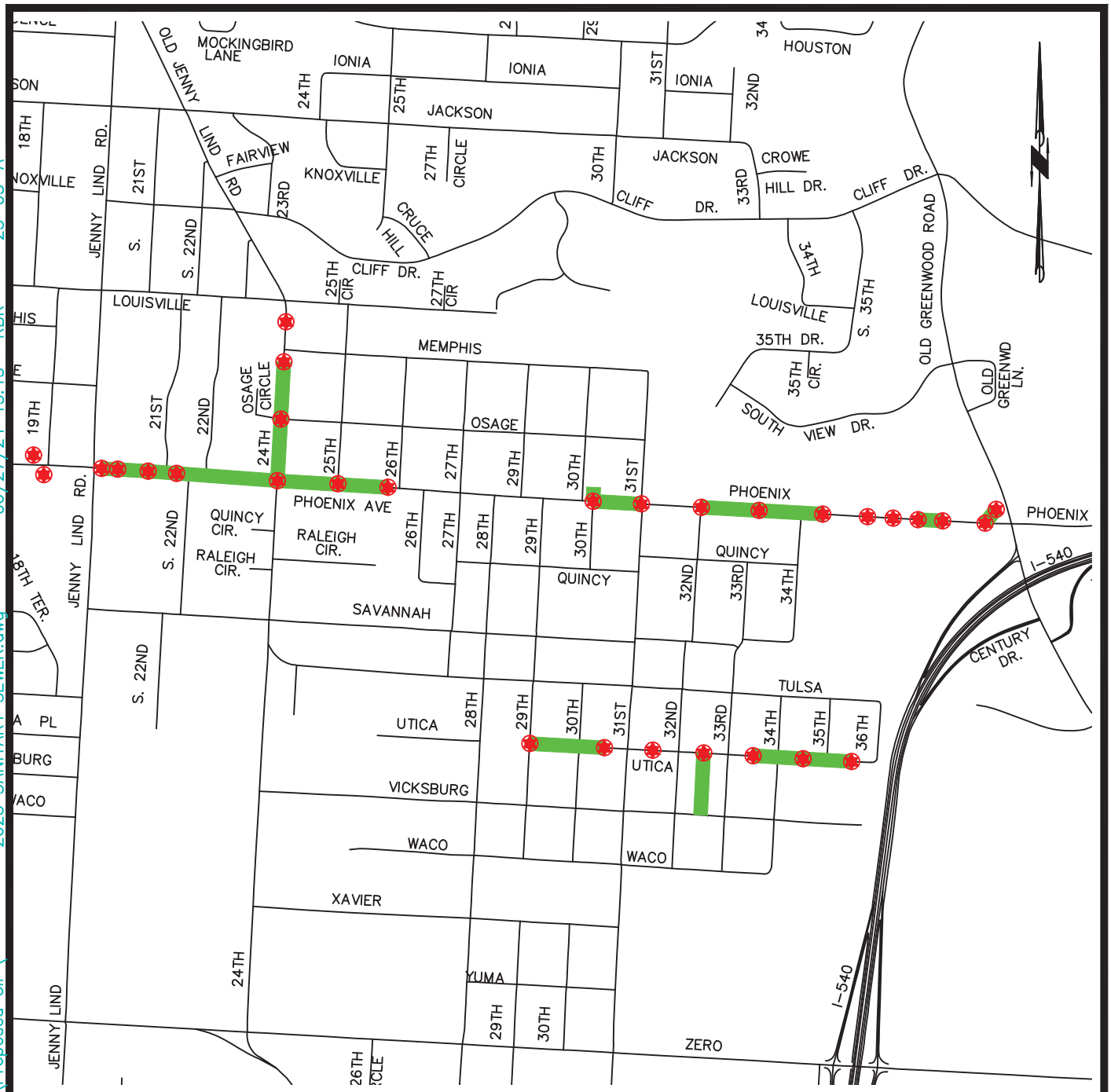


2023 CAPITAL IMPROVEMENTS PROGRAM
STREET IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	23-03-A
Date:	JUNE 2024
Scale:	NONE
Drawn By:	RBR

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2023 CAPITAL IMPROVEMENTS PROGRAM
SANITARY SEWER IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	23-03-A
Date:	JUNE 2024
Scale:	NONE
Drawn By:	RBR

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SUMMARY SHEET

City of Fort Smith

Project Status: Complete
Today's Date: 10/9/2025
Staff Contact Name: Ben Marts
Staff Contact Phone: 784-2243
Contract Time (no of days): 390
Notice to Proceed Issued: 8/19/2024

Project Name: 2023 Street Overlays/ Reconstruction, Phase A
Project Number: 23-03-A
Project Engineer: Hawkins Weir Engineering
Project Contractor: Forsgren, Inc.

	Dollar Amount	Contract Completion Date
Original bid award	$5,635,330.56	9/15/2025
Contract Revision:	$ 602,244.50	
Adjusted contract amount	$6,237,575.06	
Work Completed to Date	$5,526,646.79	
Payments to date	$5,046,203.74	
Less Liquidated Damages	$0.00	
Amount of this payment	$480,443.05	
Contract balance remaining	$710,928.27	
Retainage held	0%	
Final payment	$480,443.05	
Amount **under** adjusted contract as a percentage	11%	

Final Comments:

The project was substantially complete on September 15, 2025 prior to the contract completion date of October 3rd, 2025.

MEMORANDUM

TO: Honorable Mayor & Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: October 6, 2025

SUBJECT: Sale of City-Owned Excess Properties

SUMMARY

The city-owned properties located at 4401 Massard Road, 7700 Texas Road, and 1400 Riverfront Drive are considered excess. Following approval of Ordinance 60-25 including *real estate agent services* in Section 2-182(d) of the Fort Smith Municipal, staff emailed all real estate companies with an active Fort Smith Business License requesting them to submit their statement of qualifications. The only company that submitted was Ghan & Cooper Commercial Properties, LLC. The enclosed listing agreements with Ghan & Cooper Commercial Properties, LLC list each of the properties for one year. Should the property still be for sale following a year, the agreement automatically renews monthly but can be terminated without penalty. Below are the proposed listing prices:

Parcel Number	Address	Listing Amount
18883-0000-02721-00	7700 Texas Road	$45,000.00
10779-0001-00000-00	4401 Massard Road	$2,000,000.00
18883-0000-00255-00	1400 Riverfront Drive	$70,000.00

Please contact me if you have any questions.

ATTACHMENTS

1. 20251014_Resolution_Authorizing_the_Listing_of_Real_Properties_for_Sale (1).pdf
2. Excess Properties Backup.pdf

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE LISTING OF REAL PROPERTIES FOR SALE AND APPROVING LISTING AGREEMENTS

BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas, that:

Section 1: The following real properties of the City are hereby authorized to be listed for sale in the amounts stated:

Parcel Number	Address	Listing Amount
18883-0000-02721-00	7700 Texas Road	$45,000.00
10779-0001-00000-00	4401 Massard Road	$2,000,000.00
18883-0000-00255-00	1400 Riverfront Drive	$70,000.00

Section 2: Due to the size of the real properties or the manner in which the real properties were acquired, the notice and competitive bidding provisions of Chapter 2, Article V, Division 3.4 of the Fort Smith Municipal Code are determined to be not applicable to the listings of real properties identified in Section 1.

Section 3: The exclusive listing agreements with Ghan & Cooper Commercial Properties, LLC relative to the properties identified in Section 1, which are incorporated herein, are approved and the Mayor, his signature being attested by the City Clerk, is authorized to execute said listing agreements.

This Resolution adopted this _____ day of October, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXCLUSIVE LISTING AGREEMENT

This Exclusive Listing Agreement (this "Agreement") is entered into by and between the undersigned ("Owner") and Ghan & Cooper Commercial Properties, LLC ("Agent").

1. Exclusive Listing Right. In consideration of the services to be rendered by Agent pursuant to this Agreement, Agent will have the exclusive right to list and market the sale, exchange, and lease of the real property more particularly described on Exhibit A with a street address of 7700 Texas Road, Fort Smith, Arkansas (the "Property") subject to the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement (the "Term") will commence on October 15, 2025, and will expire on the later of: (a) the close of business on the date of October 15, 2026, as extended by automatic extension as provided herein; (b) the date of the closing of the sale, exchange, or lease or option to purchase, exchange, or lease of the Property with any prospective buyer or tenant; or (c) the date of the closing of the sale, exchange, or lease or option to purchase, exchange, or lease of the final part of the Property with any buyer or tenant. Until this Agreement may be terminated, the initial Term will be automatically extended for successive periods of thirty (30) days each following the expiration of the initial Term or the expiration of the subsequent automatically extended periods, as applicable. The Term will further be automatically extended through the date of the closing of any sale, exchange, or lease if Owner agreed to any sale, exchange, or lease of the Property during the Term, but such sale, exchange, or lease of the Property will occur after the Term.

3. Listing Price. Agent will market the Property for a sale or lease price of $ 45,000.00 or any other price that Owner and Agent may approve in writing (the "Listing Price"). Owner will sell or lease the Property to any buyer or tenant that offers or is willing to pay the Listing Price pursuant to a sale, exchange, or lease agreement with terms and conditions considered commercially reasonably in the market area where the Property is located. Owner will refer to Agent all offers and inquiries received directly or indirectly by Owner with respect to the Property or any part thereof during the Term.

4. Marketing Costs. Agent will pay all standard expenses approved by Agent to market the sale, exchange, or lease of the Property during the Term. Agent will place standard signage on the property. If Owner request additional signage to be placed on the property or property specific language to be included in the signage, this additional cost will be paid for by the Owner. Agent may, in its discretion, negotiate any co-broker fee with the selling firm.

5. Commissions Generally. If the Property or any part thereof may be sold, exchanged, or leased during the Term, regardless of the efforts of Agent, Owner will pay Agent, on the closing of such sale, exchange, or lease a commission as described on Exhibit B ("Commission"). A Commission will be due to Agent if Owner agreed to any sale, exchange, or lease of the Property during the Term, but such sale, exchange, or lease of the Property will occur after the Term. A Commission will also be due to Agent if Owner enters into any sale, exchange, or lease of the Property within one hundred eighty (180) days after the expiration of the Term with either: (a) any person identified by agent during the Term as a prospective buyer or tenant; or (b) any person whose interest in the Property was caused, in whole or in part. through the actions of Agent.

6. Commissions for Sale or Exchange. The Commission for a sale or exchange of the Property during the Term will be equal to the percentage of the Gross Sales Price set forth on Exhibit B which will be paid in full on the date of the closing of the sale or exchange of the Property. The term "Gross Sales Price" will mean the total amount paid to Owner prior to the deduction of any expenses with respect to the sale or exchange of the Property whether paid on or after the closing of the sale or exchange of the Property. A transaction fee of $500.00 may be charged by the Agent to the Owner at time of closing. This transaction fee will be added as an additional line item to the closing statement with the title company at the time of closing. If a title company is not involved in the transaction, this transaction fee will be paid directly by the Owner to the Agent.

7. Commissions for Lease. The Commission for a lease of the Property with respect to the Base Lease Term of the lease will be equal to the greater of the percentage of the Gross Rent payable under the lease during the Base Lease Term or the minimum fee described on Exhibit B. Upon the renewal or extension of the lease, Owner will pay an additional Commission to Agent equal to the greater of the percentage of the Gross Rent payable under the lease during the Extended Lease Term or the minimum fee set forth on Exhibit B. Agent may, in its discretion, elect to be paid the Commission either (a) through installments on a monthly basis with Owner paying the amount of the Commission due under the lease for each month; or (b) in full with the entire Commission payable upon execution of the lease of the Property. With respect to any Commission to be paid through monthly installments, Owner will pay Agent the monthly amount within ten (10) days from the date of Agent's invoice. The term "Base Lease Term" means the initial period of the term of the lease, and the term "Extended Lease Term" means any period of the term of the lease after the expiration of the Base Lease Term including any renewal or extension of the lease. The term "Gross Rent" means all amounts payable to Owner pursuant to any lease of the Property except amounts paid with respect to real estate taxes and insurance as to the Property. If during

the Base Lease Term or the Extended Lease Term, a buyer or tenant or other person elects to exercise any right of refusal or option to purchase or will otherwise agree with Owner for the sale or exchange of the Property, Owner will pay a commission to Agent pursuant to this Agreement in the amount of six percent (6%) of the Gross Sales Price on the closing of such sale or exchange of the Property.

8. Cancellation. Owner and Agent will each have the right to terminate this Agreement during the Term, except to the extent automatically extended as provided in Section 2, upon thirty days advance written notice to the other. If Owner elects to terminate this Agreement during the initial Term, Owner will reimburse Agent for the marketing cost in the amount of One Thousand Dollars ($1,000.00). Such reimbursement will be made at the time of such written notice by Owner to terminate this Agreement.

9. Agency Relationships. Owner authorizes Agent to market the Property utilizing any one or more of the following agency relationships: (a) Agent may represent a buyer or tenant with respect to any sale, exchange, or lease of the Property; (b) Agent may represent Owner and a buyer or tenant with respect to any sale, exchange, or lease of the Property. Agent may, in its discretion, share the Commission with any other agent participating in any sale, exchange, or lease of the Property. Owner authorizes Agent to disclose to a buyer or tenant any information related to the Property provided by Owner or known to Agent that Agent may determine to be necessary with respect to full disclosure of all facts and circumstances that may affect any sale, exchange, or lease of the Property. Owner acknowledges that when Agent represents Owner and a buyer or tenant, a conflict of interest may arise. Owner hereby waives any right to receive the undivided loyalty of Agent with respect to the sale, exchange, or lease of the Property. Agent will use reasonable efforts to treat Owner and a buyer or tenant fairly and equitably. Owner hereby waives any claim now or hereafter arising out of any conflicts of interest that may arise from the representation by Agent of Owner and a buyer or tenant.

10. Access and Authorizations. During the Term, Agent will, for purposes of marketing the sale, exchange, or lease of the Property: (a) have free access to the Property at all reasonable times; (b) be authorized to place signs on the Property; (c) be authorized to obtain from and to disclose to anyone all loan, utility, and other information regarding the Property, as determined by Agent in its discretion; (d) be authorized to offer sub-agency to other real estate licensees; (e) to require Owner to sign and acknowledge a document to be filed with the public records of the Property regarding this Agreement and the rights and obligations of the parties with respect to this Agreement and the Property; and (f) to publish any notice including any notice filed with the public records of the Property regarding this Agreement and the rights and obligations of the parties with respect to this Agreement and the Property.

11. Property Management. Except as agreed in a separate written management agreement, Owner acknowledges that Agent has not been engaged to act as a property manager with regard to the Property. Owner acknowledges that Agent's responsibilities do not include an obligation to assist with: (a) any repairs or maintenance of the Property; (b) any construction of any improvement to the Property; (c) compliance with any local ordinances regarding the condition of the Property; (d) any communications between Owner and any tenant of the Property; (e) collection of any rents from any tenant of the Property; (f) payment of any expenses not covered under this Agreement; or (g) any similar services typically provided by a property manager in the same county as the Property. Agent reserves the right, in its discretion, to charge Owner appropriate fees with respect to any property management services provided by Agent.

12. Owner Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows: (a) Owner has fee simple and merchantable title to and has all requisite authority to sell, exchange, and lease the Property; (b) no person other than Agent has any right to, or during the Term will, market or be entitled to any commission in connection with the sale, exchange, or lease of the Property or any part thereof; (c) Owner has disclosed to Agent in writing all conditions of the Property which require disclosure under applicable law or which could have a material adverse effect on the value or desirability of the Property; (d) Owner has made, and will make all decisions regarding any sale or lease of the Property based on its own independent business judgment after review of all information required by Owner; and (e) all information provided by, or on behalf of, Owner to Agent is correct and complete.

13. INTENTIONALLY DELETED.

14. INTENTIONALLY DELETED.

15. Notice. Any notice, demand, request, or other communication permitted or required by this Agreement will be deemed received by a party two (2) days after delivery of such notice, demand, request, or other communication to the address for such party set forth on the signature page hereof, unless another address will be designated by such party in accordance with this Section by either electronic mail, personal delivery, overnight delivery service, first class mail, or certified or registered mail.

16. General Provisions. Each party executed and delivered this Agreement with the intent to be legally and equitably bound to its terms and conditions. This Agreement will be governed by and interpreted pursuant to the laws of the State where the Property is located without regard to principles of conflicts of laws. Any remedies provided in this Agreement will be in addition to any remedies otherwise available to a party pursuant to applicable law. Time will be of the essence. This Agreement will inure to the benefit of, will be binding on, and will be enforceable by the heirs, successors, and assigns of each party. This Agreement will not be interpreted to grant any rights for the benefit of any third-party beneficiary. This Agreement will be interpreted as though each party shared equally in its negotiation and preparation. Each Exhibit to this Agreement will be incorporated into this Agreement as though fully set forth word for word. If there will be an irreconcilable conflict between the terms and conditions of this Agreement and the terms and conditions of any other document executed and delivered in connection with this Agreement, the terms and conditions of this Agreement will prevail. Each term and condition of this Agreement will be severable from all other terms and conditions of this Agreement. All representations, warranties, and covenants in this Agreement will survive the execution and delivery of this Agreement. Each party represents, warrants, and covenants that it had a satisfactory and adequate opportunity to thoroughly review this Agreement and to consult legal counsel prior to the execution and delivery of this Agreement. This Agreement may be waived, modified, or amended only by a subsequent written agreement executed and delivered by each party. The course of dealing and the course of performance among the parties will not modify or amend this Agreement. This Agreement may not be assigned, delegated, or otherwise transferred, directly or indirectly, by a party to any person for any purpose. This Agreement may be executed and delivered in counterparts. This Agreement contains the entire agreement of the parties on the subject matters of this Agreement. The terms and conditions of this Agreement supersede all prior or contemporaneous representations, warranties, and covenants of the parties with respect to the subject matters of this Agreement whether oral or written or express or implied.

EXECUTED and DELIVERED to be effective as of 10/15/2025 12:00 am.

AGENT:

GHAN & COOPER
COMMERCIAL PROPERTIES, LLC
By: _____

Name: Robert P. Cooper Jr.

Title: Executive Broker

Address: 101 N. 11th Street, Suite 236
Fort Smith, AR 72901

Email: bob@ghancooper.com

Facsimile: (479) 478-6160

Telephone: (479) 478-6161

Signature: _____
Principal or Executive Broker

OWNER:

City of Fort Smith, Arkansas

By: _____

Name: George McGill

Title: Mayor

Address: P.O. Box 1908, Fort Smith, AR 72902

P.O. Box 1908, Fort Smith, AR 72902

Email: administration@fortsmithar.gov

Telephone: 479-784-2201

EXHIBIT A

DESCRIPTION OF PROPERTY

7700 Texas Road: Approximately 0.46 AC +/-.

Zoned RM-3

Tax Parcel ID: 18883-0000-02721-00

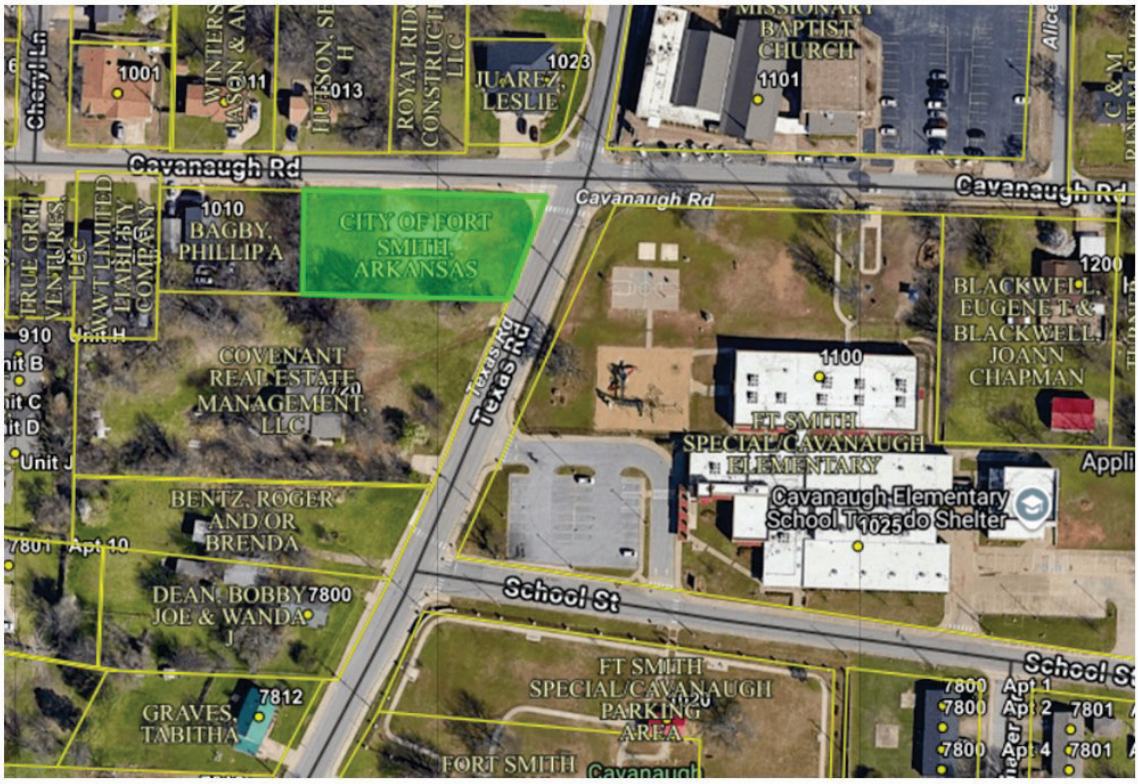


EXHIBIT B

COMMISSION SCHEDULE

Sale or Exchange:	Six (6%) of Gross Sales Price of the property. Such commission shall be due and payable in full at the time of closing and shall be distributed directly from the proceeds of sale.

AGENT:	**OWNER:**
Ghan & Cooper Commercial Properties	City of Fort Smith, Arkansas
Date	Date

EXCLUSIVE LISTING AGREEMENT

This Exclusive Listing Agreement (this "Agreement") is entered into by and between the undersigned ("Owner") and Ghan & Cooper Commercial Properties, LLC ("Agent").

1. Exclusive Listing Right. In consideration of the services to be rendered by Agent pursuant to this Agreement, Agent will have the exclusive right to list and market the sale, exchange, and lease of the real property more particularly described on Exhibit A with a street address of 7700 Texas Road, Fort Smith, Arkansas (the "Property") subject to the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement (the "Term") will commence on October 15, 2025, and will expire on the later of: (a) the close of business on the date of October 15, 2026, as extended by automatic extension as provided herein; (b) the date of the closing of the sale, exchange, or lease or option to purchase, exchange, or lease of the Property with any prospective buyer or tenant; or (c) the date of the closing of the sale, exchange, or lease or option to purchase, exchange, or lease of the final part of the Property with any buyer or tenant. Until this Agreement may be terminated, the initial Term will be automatically extended for successive periods of thirty (30) days each following the expiration of the initial Term or the expiration of the subsequent automatically extended periods, as applicable. The Term will further be automatically extended through the date of the closing of any sale, exchange, or lease if Owner agreed to any sale, exchange, or lease of the Property during the Term, but such sale, exchange, or lease of the Property will occur after the Term.

3. Listing Price. Agent will market the Property for a sale or lease price of $ 45,000.00 or any other price that Owner and Agent may approve in writing (the "Listing Price"). Owner will sell or lease the Property to any buyer or tenant that offers or is willing to pay the Listing Price pursuant to a sale, exchange, or lease agreement with terms and conditions considered commercially reasonably in the market area where the Property is located. Owner will refer to Agent all offers and inquiries received directly or indirectly by Owner with respect to the Property or any part thereof during the Term.

4. Marketing Costs. Agent will pay all standard expenses approved by Agent to market the sale, exchange, or lease of the Property during the Term. Agent will place standard signage on the property. If Owner request additional signage to be placed on the property or property specific language to be included in the signage, this additional cost will be paid for by the Owner. Agent may, in its discretion, negotiate any co-broker fee with the selling firm.

5. Commissions Generally. If the Property or any part thereof may be sold, exchanged, or leased during the Term, regardless of the efforts of Agent, Owner will pay Agent, on the closing of such sale, exchange, or lease a commission as described on Exhibit B ("Commission"). A Commission will be due to Agent if Owner agreed to any sale, exchange, or lease of the Property during the Term, but such sale, exchange, or lease of the Property will occur after the Term. A Commission will also be due to Agent if Owner enters into any sale, exchange, or lease of the Property within one hundred eighty (180) days after the expiration of the Term with either: (a) any person identified by agent during the Term as a prospective buyer or tenant; or (b) any person whose interest in the Property was caused, in whole or in part. through the actions of Agent.

6. Commissions for Sale or Exchange. The Commission for a sale or exchange of the Property during the Term will be equal to the percentage of the Gross Sales Price set forth on Exhibit B which will be paid in full on the date of the closing of the sale or exchange of the Property. The term "Gross Sales Price" will mean the total amount paid to Owner prior to the deduction of any expenses with respect to the sale or exchange of the Property whether paid on or after the closing of the sale or exchange of the Property. A transaction fee of $500.00 may be charged by the Agent to the Owner at time of closing. This transaction fee will be added as an additional line item to the closing statement with the title company at the time of closing. If a title company is not involved in the transaction, this transaction fee will be paid directly by the Owner to the Agent.

7. Commissions for Lease. The Commission for a lease of the Property with respect to the Base Lease Term of the lease will be equal to the greater of the percentage of the Gross Rent payable under the lease during the Base Lease Term or the minimum fee described on Exhibit B. Upon the renewal or extension of the lease, Owner will pay an additional Commission to Agent equal to the greater of the percentage of the Gross Rent payable under the lease during the Extended Lease Term or the minimum fee set forth on Exhibit B. Agent may, in its discretion, elect to be paid the Commission either (a) through installments on a monthly basis with Owner paying the amount of the Commission due under the lease for each month; or (b) in full with the entire Commission payable upon execution of the lease of the Property. With respect to any Commission to be paid through monthly installments, Owner will pay Agent the monthly amount within ten (10) days from the date of Agent's invoice. The term "Base Lease Term" means the initial period of the term of the lease, and the term "Extended Lease Term" means any period of the term of the lease after the expiration of the Base Lease Term including any renewal or extension of the lease. The term "Gross Rent" means all amounts payable to Owner pursuant to any lease of the Property except amounts paid with respect to real estate taxes and insurance as to the Property. If during

the Base Lease Term or the Extended Lease Term, a buyer or tenant or other person elects to exercise any right of refusal or option to purchase or will otherwise agree with Owner for the sale or exchange of the Property, Owner will pay a commission to Agent pursuant to this Agreement in the amount of six percent (6%) of the Gross Sales Price on the closing of such sale or exchange of the Property.

8. Cancellation. Owner and Agent will each have the right to terminate this Agreement during the Term, except to the extent automatically extended as provided in Section 2, upon thirty days advance written notice to the other. If Owner elects to terminate this Agreement during the initial Term, Owner will reimburse Agent for the marketing cost in the amount of One Thousand Dollars ($1,000.00). Such reimbursement will be made at the time of such written notice by Owner to terminate this Agreement.

9. Agency Relationships. Owner authorizes Agent to market the Property utilizing any one or more of the following agency relationships: (a) Agent may represent a buyer or tenant with respect to any sale, exchange, or lease of the Property; (b) Agent may represent Owner and a buyer or tenant with respect to any sale, exchange, or lease of the Property. Agent may, in its discretion, share the Commission with any other agent participating in any sale, exchange, or lease of the Property. Owner authorizes Agent to disclose to a buyer or tenant any information related to the Property provided by Owner or known to Agent that Agent may determine to be necessary with respect to full disclosure of all facts and circumstances that may affect any sale, exchange, or lease of the Property. Owner acknowledges that when Agent represents Owner and a buyer or tenant, a conflict of interest may arise. Owner hereby waives any right to receive the undivided loyalty of Agent with respect to the sale, exchange, or lease of the Property. Agent will use reasonable efforts to treat Owner and a buyer or tenant fairly and equitably. Owner hereby waives any claim now or hereafter arising out of any conflicts of interest that may arise from the representation by Agent of Owner and a buyer or tenant.

10. Access and Authorizations. During the Term, Agent will, for purposes of marketing the sale, exchange, or lease of the Property: (a) have free access to the Property at all reasonable times; (b) be authorized to place signs on the Property; (c) be authorized to obtain from and to disclose to anyone all loan, utility, and other information regarding the Property, as determined by Agent in its discretion; (d) be authorized to offer sub-agency to other real estate licensees; (e) to require Owner to sign and acknowledge a document to be filed with the public records of the Property regarding this Agreement and the rights and obligations of the parties with respect to this Agreement and the Property; and (f) to publish any notice including any notice filed with the public records of the Property regarding this Agreement and the rights and obligations of the parties with respect to this Agreement and the Property.

11. Property Management. Except as agreed in a separate written management agreement, Owner acknowledges that Agent has not been engaged to act as a property manager with regard to the Property. Owner acknowledges that Agent's responsibilities do not include an obligation to assist with: (a) any repairs or maintenance of the Property; (b) any construction of any improvement to the Property; (c) compliance with any local ordinances regarding the condition of the Property; (d) any communications between Owner and any tenant of the Property; (e) collection of any rents from any tenant of the Property; (f) payment of any expenses not covered under this Agreement; or (g) any similar services typically provided by a property manager in the same county as the Property. Agent reserves the right, in its discretion, to charge Owner appropriate fees with respect to any property management services provided by Agent.

12. Owner Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows: (a) Owner has fee simple and merchantable title to and has all requisite authority to sell, exchange, and lease the Property; (b) no person other than Agent has any right to, or during the Term will, market or be entitled to any commission in connection with the sale, exchange, or lease of the Property or any part thereof; (c) Owner has disclosed to Agent in writing all conditions of the Property which require disclosure under applicable law or which could have a material adverse effect on the value or desirability of the Property; (d) Owner has made, and will make all decisions regarding any sale or lease of the Property based on its own independent business judgment after review of all information required by Owner; and (e) all information provided by, or on behalf of, Owner to Agent is correct and complete.

13. INTENTIONALLY DELETED.

14. INTENTIONALLY DELETED.

15. Notice. Any notice, demand, request, or other communication permitted or required by this Agreement will be deemed received by a party two (2) days after delivery of such notice, demand, request, or other communication to the address for such party set forth on the signature page hereof, unless another address will be designated by such party in accordance with this Section by either electronic mail, personal delivery, overnight delivery service, first class mail, or certified or registered mail.

16. General Provisions. Each party executed and delivered this Agreement with the intent to be legally and equitably bound to its terms and conditions. This Agreement will be governed by and interpreted pursuant to the laws of the State where the Property is located without regard to principles of conflicts of laws. Any remedies provided in this Agreement will be in addition to any remedies otherwise available to a party pursuant to applicable law. Time will be of the essence. This Agreement will inure to the benefit of, will be binding on, and will be enforceable by the heirs, successors, and assigns of each party. This Agreement will not be interpreted to grant any rights for the benefit of any third-party beneficiary. This Agreement will be interpreted as though each party shared equally in its negotiation and preparation. Each Exhibit to this Agreement will be incorporated into this Agreement as though fully set forth word for word. If there will be an irreconcilable conflict between the terms and conditions of this Agreement and the terms and conditions of any other document executed and delivered in connection with this Agreement, the terms and conditions of this Agreement will prevail. Each term and condition of this Agreement will be severable from all other terms and conditions of this Agreement. All representations, warranties, and covenants in this Agreement will survive the execution and delivery of this Agreement. Each party represents, warrants, and covenants that it had a satisfactory and adequate opportunity to thoroughly review this Agreement and to consult legal counsel prior to the execution and delivery of this Agreement. This Agreement may be waived, modified, or amended only by a subsequent written agreement executed and delivered by each party. The course of dealing and the course of performance among the parties will not modify or amend this Agreement. This Agreement may not be assigned, delegated, or otherwise transferred, directly or indirectly, by a party to any person for any purpose. This Agreement may be executed and delivered in counterparts. This Agreement contains the entire agreement of the parties on the subject matters of this Agreement. The terms and conditions of this Agreement supersede all prior or contemporaneous representations, warranties, and covenants of the parties with respect to the subject matters of this Agreement whether oral or written or express or implied.

EXECUTED and DELIVERED to be effective as of 10/15/2025 12:00 am.

AGENT:

GHAN & COOPER
COMMERCIAL PROPERTIES, LLC
By: _____

Name: Robert P. Cooper Jr.

Title: Executive Broker

Address: 101 N. 11th Street, Suite 236
Fort Smith, AR 72901

Email: bob@ghancooper.com

Facsimile: (479) 478-6160

Telephone: (479) 478-6161

Signature: _____
Principal or Executive Broker

OWNER:

City of Fort Smith, Arkansas

By: _____

Name: George McGill

Title: Mayor

Address: P.O. Box 1908, Fort Smith, AR 72902

P.O. Box 1908, Fort Smith, AR 72902

Email: administration@fortsmithar.gov

Telephone: 479-784-2201

EXHIBIT A

DESCRIPTION OF PROPERTY

7700 Texas Road: Approximately 0.46 AC +/-.

Zoned RM-3

Tax Parcel ID: 18883-0000-02721-00



EXHIBIT B

COMMISSION SCHEDULE

Sale or Exchange:	Six (6%) of Gross Sales Price of the property. Such commission shall be due and payable in full at the time of closing and shall be distributed directly from the proceeds of sale.

AGENT:

Ghan & Cooper Commercial Properties

Date

OWNER:

City of Fort Smith, Arkansas

Date

EXCLUSIVE LISTING AGREEMENT

This Exclusive Listing Agreement (this "Agreement") is entered into by and between the undersigned ("Owner") and Ghan & Cooper Commercial Properties, LLC ("Agent").

1. Exclusive Listing Right. In consideration of the services to be rendered by Agent pursuant to this Agreement, Agent will have the exclusive right to list and market the sale, exchange, and lease of the real property more particularly described on Exhibit A with a street address of 7700 Texas Road, Fort Smith, Arkansas (the "Property") subject to the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement (the "Term") will commence on October 15, 2025, and will expire on the later of: (a) the close of business on the date of October 15, 2026, as extended by automatic extension as provided herein; (b) the date of the closing of the sale, exchange, or lease or option to purchase, exchange, or lease of the Property with any prospective buyer or tenant; or (c) the date of the closing of the sale, exchange, or lease or option to purchase, exchange, or lease of the final part of the Property with any buyer or tenant. Until this Agreement may be terminated, the initial Term will be automatically extended for successive periods of thirty (30) days each following the expiration of the initial Term or the expiration of the subsequent automatically extended periods, as applicable. The Term will further be automatically extended through the date of the closing of any sale, exchange, or lease if Owner agreed to any sale, exchange, or lease of the Property during the Term, but such sale, exchange, or lease of the Property will occur after the Term.

3. Listing Price. Agent will market the Property for a sale or lease price of $ 45,000.00 or any other price that Owner and Agent may approve in writing (the "Listing Price"). Owner will sell or lease the Property to any buyer or tenant that offers or is willing to pay the Listing Price pursuant to a sale, exchange, or lease agreement with terms and conditions considered commercially reasonably in the market area where the Property is located. Owner will refer to Agent all offers and inquiries received directly or indirectly by Owner with respect to the Property or any part thereof during the Term.

4. Marketing Costs. Agent will pay all standard expenses approved by Agent to market the sale, exchange, or lease of the Property during the Term. Agent will place standard signage on the property. If Owner request additional signage to be placed on the property or property specific language to be included in the signage, this additional cost will be paid for by the Owner. Agent may, in its discretion, negotiate any co-broker fee with the selling firm.

5. Commissions Generally. If the Property or any part thereof may be sold, exchanged, or leased during the Term, regardless of the efforts of Agent, Owner will pay Agent, on the closing of such sale, exchange, or lease a commission as described on Exhibit B ("Commission"). A Commission will be due to Agent if Owner agreed to any sale, exchange, or lease of the Property during the Term, but such sale, exchange, or lease of the Property will occur after the Term. A Commission will also be due to Agent if Owner enters into any sale, exchange, or lease of the Property within one hundred eighty (180) days after the expiration of the Term with either: (a) any person identified by agent during the Term as a prospective buyer or tenant; or (b) any person whose interest in the Property was caused, in whole or in part. through the actions of Agent.

6. Commissions for Sale or Exchange. The Commission for a sale or exchange of the Property during the Term will be equal to the percentage of the Gross Sales Price set forth on Exhibit B which will be paid in full on the date of the closing of the sale or exchange of the Property. The term "Gross Sales Price" will mean the total amount paid to Owner prior to the deduction of any expenses with respect to the sale or exchange of the Property whether paid on or after the closing of the sale or exchange of the Property. A transaction fee of $500.00 may be charged by the Agent to the Owner at time of closing. This transaction fee will be added as an additional line item to the closing statement with the title company at the time of closing. If a title company is not involved in the transaction, this transaction fee will be paid directly by the Owner to the Agent.

7. Commissions for Lease. The Commission for a lease of the Property with respect to the Base Lease Term of the lease will be equal to the greater of the percentage of the Gross Rent payable under the lease during the Base Lease Term or the minimum fee described on Exhibit B. Upon the renewal or extension of the lease, Owner will pay an additional Commission to Agent equal to the greater of the percentage of the Gross Rent payable under the lease during the Extended Lease Term or the minimum fee set forth on Exhibit B. Agent may, in its discretion, elect to be paid the Commission either (a) through installments on a monthly basis with Owner paying the amount of the Commission due under the lease for each month; or (b) in full with the entire Commission payable upon execution of the lease of the Property. With respect to any Commission to be paid through monthly installments, Owner will pay Agent the monthly amount within ten (10) days from the date of Agent's invoice. The term "Base Lease Term" means the initial period of the term of the lease, and the term "Extended Lease Term" means any period of the term of the lease after the expiration of the Base Lease Term including any renewal or extension of the lease. The term "Gross Rent" means all amounts payable to Owner pursuant to any lease of the Property except amounts paid with respect to real estate taxes and insurance as to the Property. If during

the Base Lease Term or the Extended Lease Term, a buyer or tenant or other person elects to exercise any right of refusal or option to purchase or will otherwise agree with Owner for the sale or exchange of the Property, Owner will pay a commission to Agent pursuant to this Agreement in the amount of six percent (6%) of the Gross Sales Price on the closing of such sale or exchange of the Property.

8. Cancellation. Owner and Agent will each have the right to terminate this Agreement during the Term, except to the extent automatically extended as provided in Section 2, upon thirty days advance written notice to the other. If Owner elects to terminate this Agreement during the initial Term, Owner will reimburse Agent for the marketing cost in the amount of One Thousand Dollars ($1,000.00). Such reimbursement will be made at the time of such written notice by Owner to terminate this Agreement.

9. Agency Relationships. Owner authorizes Agent to market the Property utilizing any one or more of the following agency relationships: (a) Agent may represent a buyer or tenant with respect to any sale, exchange, or lease of the Property; (b) Agent may represent Owner and a buyer or tenant with respect to any sale, exchange, or lease of the Property. Agent may, in its discretion, share the Commission with any other agent participating in any sale, exchange, or lease of the Property. Owner authorizes Agent to disclose to a buyer or tenant any information related to the Property provided by Owner or known to Agent that Agent may determine to be necessary with respect to full disclosure of all facts and circumstances that may affect any sale, exchange, or lease of the Property. Owner acknowledges that when Agent represents Owner and a buyer or tenant, a conflict of interest may arise. Owner hereby waives any right to receive the undivided loyalty of Agent with respect to the sale, exchange, or lease of the Property. Agent will use reasonable efforts to treat Owner and a buyer or tenant fairly and equitably. Owner hereby waives any claim now or hereafter arising out of any conflicts of interest that may arise from the representation by Agent of Owner and a buyer or tenant.

10. Access and Authorizations. During the Term, Agent will, for purposes of marketing the sale, exchange, or lease of the Property: (a) have free access to the Property at all reasonable times; (b) be authorized to place signs on the Property; (c) be authorized to obtain from and to disclose to anyone all loan, utility, and other information regarding the Property, as determined by Agent in its discretion; (d) be authorized to offer sub-agency to other real estate licensees; (e) to require Owner to sign and acknowledge a document to be filed with the public records of the Property regarding this Agreement and the rights and obligations of the parties with respect to this Agreement and the Property; and (f) to publish any notice including any notice filed with the public records of the Property regarding this Agreement and the rights and obligations of the parties with respect to this Agreement and the Property.

11. Property Management. Except as agreed in a separate written management agreement, Owner acknowledges that Agent has not been engaged to act as a property manager with regard to the Property. Owner acknowledges that Agent's responsibilities do not include an obligation to assist with: (a) any repairs or maintenance of the Property; (b) any construction of any improvement to the Property; (c) compliance with any local ordinances regarding the condition of the Property; (d) any communications between Owner and any tenant of the Property; (e) collection of any rents from any tenant of the Property; (f) payment of any expenses not covered under this Agreement; or (g) any similar services typically provided by a property manager in the same county as the Property. Agent reserves the right, in its discretion, to charge Owner appropriate fees with respect to any property management services provided by Agent.

12. Owner Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows: (a) Owner has fee simple and merchantable title to and has all requisite authority to sell, exchange, and lease the Property; (b) no person other than Agent has any right to, or during the Term will, market or be entitled to any commission in connection with the sale, exchange, or lease of the Property or any part thereof; (c) Owner has disclosed to Agent in writing all conditions of the Property which require disclosure under applicable law or which could have a material adverse effect on the value or desirability of the Property; (d) Owner has made, and will make all decisions regarding any sale or lease of the Property based on its own independent business judgment after review of all information required by Owner; and (e) all information provided by, or on behalf of, Owner to Agent is correct and complete.

13. INTENTIONALLY DELETED.

14. INTENTIONALLY DELETED.

15. Notice. Any notice, demand, request, or other communication permitted or required by this Agreement will be deemed received by a party two (2) days after delivery of such notice, demand, request, or other communication to the address for such party set forth on the signature page hereof, unless another address will be designated by such party in accordance with this Section by either electronic mail, personal delivery, overnight delivery service, first class mail, or certified or registered mail.

16. General Provisions. Each party executed and delivered this Agreement with the intent to be legally and equitably bound to its terms and conditions. This Agreement will be governed by and interpreted pursuant to the laws of the State where the Property is located without regard to principles of conflicts of laws. Any remedies provided in this Agreement will be in addition to any remedies otherwise available to a party pursuant to applicable law. Time will be of the essence. This Agreement will inure to the benefit of, will be binding on, and will be enforceable by the heirs, successors, and assigns of each party. This Agreement will not be interpreted to grant any rights for the benefit of any third-party beneficiary. This Agreement will be interpreted as though each party shared equally in its negotiation and preparation. Each Exhibit to this Agreement will be incorporated into this Agreement as though fully set forth word for word. If there will be an irreconcilable conflict between the terms and conditions of this Agreement and the terms and conditions of any other document executed and delivered in connection with this Agreement, the terms and conditions of this Agreement will prevail. Each term and condition of this Agreement will be severable from all other terms and conditions of this Agreement. All representations, warranties, and covenants in this Agreement will survive the execution and delivery of this Agreement. Each party represents, warrants, and covenants that it had a satisfactory and adequate opportunity to thoroughly review this Agreement and to consult legal counsel prior to the execution and delivery of this Agreement. This Agreement may be waived, modified, or amended only by a subsequent written agreement executed and delivered by each party. The course of dealing and the course of performance among the parties will not modify or amend this Agreement. This Agreement may not be assigned, delegated, or otherwise transferred, directly or indirectly, by a party to any person for any purpose. This Agreement may be executed and delivered in counterparts. This Agreement contains the entire agreement of the parties on the subject matters of this Agreement. The terms and conditions of this Agreement supersede all prior or contemporaneous representations, warranties, and covenants of the parties with respect to the subject matters of this Agreement whether oral or written or express or implied.

EXECUTED and DELIVERED to be effective as of 10/15/2025 12:00 am.

AGENT:

GHAN & COOPER
COMMERCIAL PROPERTIES, LLC
By: _____

Name: Robert P. Cooper Jr.

Title: Executive Broker

Address: 101 N. 11th Street, Suite 236
Fort Smith, AR 72901

Email: bob@ghancooper.com

Facsimile: (479) 478-6160

Telephone: (479) 478-6161

Signature: _____
Principal or Executive Broker

OWNER:

City of Fort Smith, Arkansas

By: _____

Name: George McGill

Title: Mayor

Address: P.O. Box 1908, Fort Smith, AR 72902

P.O. Box 1908, Fort Smith, AR 72902

Email: administration@fortsmithar.gov

Telephone: 479-784-2201

EXHIBIT A

DESCRIPTION OF PROPERTY

7700 Texas Road: Approximately 0.46 AC +/-.

Zoned RM-3

Tax Parcel ID: 18883-0000-02721-00



EXHIBIT B

COMMISSION SCHEDULE

Sale or Exchange:	Six (6%) of Gross Sales Price of the property. Such commission shall be due and payable in full at the time of closing and shall be distributed directly from the proceeds of sale.

AGENT:

Ghan & Cooper Commercial Properties

Date

OWNER:

City of Fort Smith, Arkansas

Date

City of Fort Smith
City Administrator

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: October 8, 2025

SUBJECT: FY2026 Arkansas Hazard Mitigation Grant Program-ACME Brick Stormwater Mitigation

SUMMARY

The Arkansas Division of Emergency Management has opened up applications for the FY2026 Arkansas Hazard Mitigation Grant Program. The goal of this program is to provide funds to jurisdictions so that they can implement measures that reduce the risk from natural hazards. This grant comes at a 25% Local/75% State cost share with up to $300,000 being covered by the state. The City will be submitting an application for an overall project cost of $400,000 which will come at a $100,000 (25%) local cost share and a $300,000 (75%) state participation. The local match portion will come from the 5/8-cent sales tax fund for streets, bridges and associated drainage.

This project is to mitigate flooding along the May Branch drainage basin. The work includes construction of two regional detention ponds, one on both the east and west sides of Old Greenwood Road at the ACME Brick site. The preliminary May Branch Detention Analysis indicates the installation of the ponds will allow the May Branch storm pipe network to convey the 25 year storm which currently is unable to convey the 10 year storm. The estimated cost of the detention ponds is approximately $4.2 million. A location map is attached.

ATTACHMENTS

1. ADEM_HMGP_Resolution-ACME_Brick.pdf
2. ACME PONDS.pdf
3. 2026_NOI_Form Updated.pdf
4. FY 2026 State Mitigation Program Guidelines signed.pdf

FISCAL IMPACT:	*$100,000*
BUDGET INFORMATION:	*Budgeted / Engineering - Sales Tax Program*
GRANT AMOUNT:	*$400,000*
GRANT NAME:	*FY2026 Arkansas Hazard Mitigation Grant Program*
GRANT AGENCY:	*Arkansas Division of Emergency Management*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE ARKANSAS DIVISION OF EMERGNECY MANAGEMENT FOR THE FY2026 ARKANSAS HAZARD MITIGATION GRANT PROGRAM-ACME BRICK STORMWATER MITIGATION PROJECT

WHEREAS, the City of Fort Smith Board of Directors understands that FY2026 Arkansas Hazard Mitigation Grant Program funds are available for application; and

WHEREAS, the City of Fort Smith has determined the ACME Brick Stormwater Mitigation project meets the eligibility requirements necessary to apply for a grant under the FY2026 Arkansas Hazard Mitigation Grant Program; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a local match of 25% will be required in the amount of $100,000 and that the state share of 75% will be $300,000 for a total project cost of $400,000; and

WHEREAS, the Fort Smith Board of Directors understands that an application does not guarantee funds will be awarded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSASTHAT:

The City Administrator is hereby authorized to submit a grant application to the Arkansas Division of Emergency Management and the FY2026 Hazard Mitigation Grant Program for the purpose of the ACME Brick Stormwater Mitigation project for a total project cost of $400,000

This Resolution adopted this _____day of October, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney



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2025 CAPITAL IMPROVEMENTS PROGRAM
MAY BRANCH DRAINAGE
ACME BRICK PONDS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2024
Scale:	NONE
Drawn By:	RBR

Hazard Mitigation Notice of Intent Form

2025

ARKANSAS DIVISION OF EMERGENCY MANAGEMENT

Applicant Name:		**UEI:**	
Address:		**County:**	
Point of Contact:		**Phone:**	
Email Address:		**Grant:**	
Project Title:			

MITIGATION PLAN REQUIREMENT	
Is the jurisdiction covered by a current FEMA approved Mitigation Plan? Name of the plan:	Yes: ◯ No: ◯ Plan approval date:
Describe how the proposed project relates to the plan:	

SCOPE OF WORK

(This section only required for projects. Does not apply to mitigation planning)

Provide a detailed description of the project: *(Attach additional documentation if necessary)*

Explain how the project reduces hazard risk to the jurisdiction:

Have there been previous damages/repairs related to this project?

Year	*Estimated Cost*	*Damages/Repairs Description*

List the specific area affected by the proposed project *(County/City/Subdivision/Street):*

Number of individuals this project will protect:

Does the project protect a critical facility? If yes, please explain:

Does the community qualify as an economically disadvantaged community based on the Federal designation of a small and impoverished community? *If yes, please provide supporting documentation.* ◯: ◯:

Please submit any preliminary drawings, site photos, H&H studies, Public Assistance worksheets, etc. that will support your scope of work.

WORK SCHEDULE

Please include all tasks necessary to implement this mitigation project, the duration for each task, and who will complete it.
Please attach a full work schedule if the space provided is not sufficient.

Description of Task	*Duration*	*Work Completed By*

COST ESTIMATE

Please attach a full cost estimate if the space provided is not sufficient.

Item Name	*Cost Estimate*
Total Cost Estimate:	

COST SHARE

Total Cost Estimate:		
	Dollars	*Percentage*
Proposed Federal Share:		
Proposed Non-Federal Share:		

ADDITIONAL INFORMATION

Has a NOI for this project previously been submitted to ADEM that went unfunded? Yes ◯ No ◯
Date NOI was submitted:
Does the community participate in the National Flood Insurance Program (NFIP)? Yes ◯ No ◯

All information in this Notice of Intent is true and correct and the document has been duly approved by the governing body of the applicant.

Name/Title (print) *Must have authority to commit funds.*

Date

Signature

Disclaimer: This is not an application and does not constitute funding approval by ADEM or FEMA. DO NOT begin project without prior written approval.

Arkansas Hazard Mitigation Grant Program Guidelines

State Fiscal Year 2026

Arkansas Division of Emergency Management

Bldg. 9501
Camp Joseph T. Robinson
North Little Rock, AR 72199-9600
www.adem.arkansas.gov

Phone: 501-683-6700
Fax: 501-683-7890
mitigationbranch@adem.arkansas.gov

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Section 1: Grant Program Information

Purpose

The purpose of these guidelines is to provide assistance to grant recipients in properly administering their state hazard mitigation grants.

Administration

The Arkansas Division of Emergency Management (ADEM) is responsible for administering the Arkansas Hazard Mitigation Grant Program. The Department of Finance and Administration (DFA) is a supporting agency.

Authority and References

The Arkansas Hazard Mitigation Grant Program is authorized under Arkansas Code Annotated 12-75-114 et.al.

The amount of the hazard mitigation fund shall be six million dollars ($6,000,000), solely for use in hazard mitigation assistance.

Eligibility

Eligible applicants for the State Mitigation Grant Program include: local governments (i.e. municipalities, counties, school districts, special districts established under State law) and certain private non-profit organizations. All potential applicants will be reviewed and approved by the ADEM Mitigation branch.

Eligible project examples include but are not limited to: replacing low water crossings and existing bridges with an elevated bridge, installing or upsizing culverts, warning sirens, critical infrastructure retrofits to reduce natural hazard risk, soil stabilization, generators for critical facilities, construction of retention and detention basins, and other activities that reduce risk from natural hazards within the jurisdiction.

Ineligible projects examples include but are not limited to: projects solely for the prevention of washouts, maintenance projects (i.e. culvert and ditch clean out, road resurfacing or repair, levee maintenance), projects located on private property, projects located on federally owned property, projects where work has already begun.

Notice of Intent

ADEM will announce the acceptance of Notice of Intent (NOI) forms each grant fiscal year. Applicants may submit up to three NOIs listing the priority of each project.

Award

A grant award letter will notify applicants that their NOIs are selected. Work must be performed as described in the approved NOI and in accordance with relevant regulations and these program guidelines.

Any costs incurred before the award date will not be eligible for reimbursement.

Documentation

State funds are reimbursed based on project documentation and actual costs, therefore maintaining project files is critical. A separate file folder should be established for each approved project. Each folder should contain all documentation related to the project. To include:

- Approved Notice of Intent (NOI)
- Award Letter
- Signed Memorandum of Understanding (MOU)
- Submitted Progress Reports
- Procurement documentation (If applicable)
    - Cost Estimates
    - Advertisement for bids including advertisement tabs
    - Bid Tabs showing selected bidder / Grading Sheets
    - Notice of Awards
    - Contracts
- Project Cost documentation
    - Summary of all documentation
    - Labor, timesheets
    - Equipment, FEMA equipment rates
    - Materials, invoices
- Close-Out Documentation
- Notes and correspondence

Scope of Work Changes

Any changes to the scope of work (SOW) documented in the NOI, regardless of an increase in cost, must receive prior approval by ADEM. The request is submitted to the State Hazard Mitigation Grant Coordinator in a formal letter with the chief elected official's signature via email or US Mail. The SOW change request must include a detailed explanation of changes along with applicable drawings, cost comparisons, etc. If denied, the jurisdiction will receive a letter of denial. At that time, the jurisdiction will have the option to continue the project as previously awarded or cancel the project.

Reporting

At the first of each month, a Progress Report Form should be submitted to ADEM as a method of monitoring the progress of the project. The report will include a description of work completed and actions taken during the previous month.

Cost Overruns

The grant reimbursement amount is capped at the awarded state share unless a cost overrun is approved. Cost overruns must receive prior approval from ADEM by sending a formal letter with the chief elected official's signature to the State Hazard Mitigation Grant Coordinator via email or US Mail. It must include a detailed explanation of changes in cost. Overruns that do not receive prior approval will not be eligible for reimbursement beyond the original award.

Project Period of Performance

The funding for this Grant Program is only available during the current fiscal year, which runs from July 1st through June 30th. Each project awarded will be given a period of performance outlined in the award letter. The project must be completed, along with all documentation submitted to ADEM, by the end date. Work completed after the period of performance with no approved time extension may jeopardize project funding.

Time Extension Requests

Time Extension requests must be submitted in writing to ADEM by sending a formal letter with the chief elected official's signature to the State Hazard Mitigation Grant Coordinator via email or US Mail for approval. The extension request must have an explanation for the delay of completion. Fiscal year deadlines are taken into consideration before approving an extension to ensure there is sufficient time to receive and audit paperwork. If approved, an extension letter is generated and emailed to the chief elected official.

Project Cancellation

If a jurisdiction wishes to cancel their awarded project, a formal letter requesting so, should be mailed or emailed to the State Hazard Mitigation Grant Coordinator as soon as possible. This allows time to re-appropriate the funds to another jurisdiction.

Monitoring

Monitoring serves as a review of programmatic and financial activities to ensure compliance with guidance. ADEM may contact recipients as often as needed to process or clarify on-going implementation of state mitigation grants. In addition, recipients may request monitoring as deemed necessary. This will include, but not limited to: phone calls, e-mail correspondence, and on-site visits. ADEM will determine when recipients require monitoring and/or an on-site visit.

Section 2: Completion of Work

Procurement

Recipients shall adhere to all applicable state and local procurement laws when completing the project. All contracts, i.e. annual contract, standing contract, signed before the award must have a specific task/work order associated with the mitigation project.

Recipients must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

Recipients must not make any award or permit any award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal or State assistance programs. The recipient will notify ADEM if any party is found to be debarred or suspended or otherwise ineligible.

All documentation related to procurement will be retained in the grant file and submitted to ADEM for review. Documentation must contain a copy of the contract, advertisement bids (including tabs or tear sheets), bid tabs, cost estimates, all invoices, and copies of payment for all invoices. An invoice must indicate the date of invoice, date of completion, amount being paid, and the check number that paid the amount of the invoice.

Force Account: Labor

Recipients must establish procedures to record daily those employees who worked on a project, how long and what they were paid. Holidays, insurance, and other benefits should be added to the hourly rate scales. Time records must indicate how much time each employee worked on the specific project. Overtime will NOT be claimed at overtime rate, but it can be claimed at regular rate. The Force Account/Labor form is used for recording all of the above information.

If temporary workers or extra help are required, they must be placed on the payroll with identification of job, wages, and time of employment. When a recipient uses another organization for personnel, the required documentation is the same as if the recipient's resources were utilized. In addition, an invoice is required to show that the recipient paid for the use of the extra resources. The invoices must indicate the date, amount paid, check number, and services provided.

Force Account: Equipment

Recipients must document type, description, date used, hours used, total hours used, rate per hour, and total cost for each piece of equipment. Rates claimed for a recipient's equipment must correspond to those approved on the current FEMA Schedule of Equipment Rates. If the equipment is not in actual use it is considered standby and is not eligible for reimbursement, (I.E. lowboy tractor and trailer used to transport another piece of equipment to the job site could be reimbursed for the time to and from the site but not for all the hours it sits at the site unused). Force Account/Equipment form is utilized to document cost associated with equipment use. If equipment is rented, recipients must also indicate the date, amount paid, and check number. Repair cost for rental equipment is not eligible for reimbursement.

Force Account: Materials

Recipients must document the use of materials and supplies on Force Account/Materials form. This form must contain unit price, quantity, total cost, description, date purchased, date used on project site, and check number. Claims for materials taken from stock must be supported by either

the original purchase invoice or invoice for replacement materials.

Force Account: Administrative Cost

If included in the approved NOI, administrative costs are reimbursed up to 5% of the total cost of the project. Recipients must document their Administrative Cost with each employee's record of time, i.e., timesheets, time cards, or daily record, along with rate of pay.

Section 3: Reimbursement/Closeout

Cost Sharing

Costs must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all requirements and regulations. State Mitigation Funds may be used to reimburse up to 75 percent of eligible activity costs up to $300,000.00. The remaining 25 percent of eligible activity costs are derived from local sources.

Reimbursement

The State Mitigation Grant is a reimbursement program. No partial payments will be made. All work must be completed then closeout documentation submitted and reviewed by ADEM before a reimbursement is made.

Closeout Documentation

Once the project is completed, the recipient will submit the following documents for closure of the project:

- Signed Closeout Documents
- Pictures of completed project
- Summary of Documentation/Costs
- Invoices / Checks (N/A)
- Force Account Summaries with backup docs (N/A)
- Project Management Contract (Planning District, Etc.) (N/A)
- Architect / Engineering Contract (N/A)
    - Advertisements
    - Grading Sheet
- General Construction Contract (N/A)
    - Public advertisement for Bids
    - Bid Tabs showing selected bidder / Grading Sheets
    - Justification if lowest bid was not selected
    - Notice of Award

Record Retention

Financial records, cost documentation, supporting documents, and other records pertinent to the state grant must be retained for a period of 3 years from the date of the final reimbursement.

AUTHORIZATION AND SIGNATURE

This edition of the Arkansas Hazard Mitigation Grant Program Guidelines is hereby adopted for use within the State of Arkansas for all purposes related to the Governor's Hazard Mitigation Fund in state fiscal year 2026.

A.J. Gary Digitally signed by A.J. Gary
Date: 2025.09.11 15:14:10
-05'00'

A.J. Gary, Director and State Homeland Security Advisor — Date
Arkansas Division of Emergency Management

City of Fort Smith
City Administrator

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: October, 8 2025

SUBJECT: FY2026 Hazard Mitigation Grant Program Application-River Bank Stabilization

SUMMARY

The Arkansas Division of Emergency Management has opened up applications for the FY2026 Arkansas Hazard Mitigation Grant Program. The goal of this program is to provide funds to jurisdictions so that they can implement measures that reduce the risk from natural hazards. This grant comes at a 25% Local/75% State cost share with up to $300,000 being covered by the state. The City will be submitting an application for an overall project cost of $400,000 which will come at a $100,000 (25%) local cost share and a $300,000 (75%) state participation. The local match portion will come from the 5/8-cent sales tax fund for streets, bridges and associated drainage.

This project includes the installation of large rip rap along approximately 1600 feet of eroding river bank adjacent to the City's levee system. With the major flooding on the Arkansas River in recent years, the river bank adjacent to the levee has experienced significant erosion and requires stabilization before the erosion encroaches to the toe of the levee. A location map is attached.

ATTACHMENTS

1. ADEM_HMGP_Resolution-River_Bank.pdf
2. LEVEE-BANK STABILIZE.pdf
3. 2026_NOI_Form Updated.pdf
4. FY 2026 State Mitigation Program Guidelines signed.pdf

FISCAL IMPACT:	*$100,000*
BUDGET INFORMATION:	*Budgeted / Engineering - Sales Tax Program*
GRANT AMOUNT:	*$400,000*
GRANT NAME:	*FY2026 Arkansas Hazard Mitigation Grant Program*
GRANT AGENCY:	*Arkansas Division of Emergency Management*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE ARKANSAS DIVISION OF EMERGNECY MANAGEMENT FOR THE FY2026 ARKANSAS HAZARD MITIGATION GRANT PROGRAM-RIVERBANK STABILIZATION PROJECT

WHEREAS, the City of Fort Smith Board of Directors understands that FY2026 Arkansas Hazard Mitigation Grant Program funds are available for application; and

WHEREAS, the City of Fort Smith has determined the Riverbank Stabilization project meets the eligibility requirements necessary to apply for a grant under the FY2026 Arkansas Hazard Mitigation Grant Program; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a local match of 25% will be required in the amount of $100,000 and that the state share of 75% will be $300,000 for a total project cost of $400,000; and

WHEREAS, the Fort Smith Board of Directors understands that an application does not guarantee funds will be awarded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The City Administrator is hereby authorized to submit a grant application to the Arkansas Division of Emergency Management and the FY2026 Hazard Mitigation Grant Program for the purpose of the Riverbank Stabilization project for a total project cost of $400,000

This Resolution adopted this _____day of October, 2025.

APPROVED:

_____
Mayor

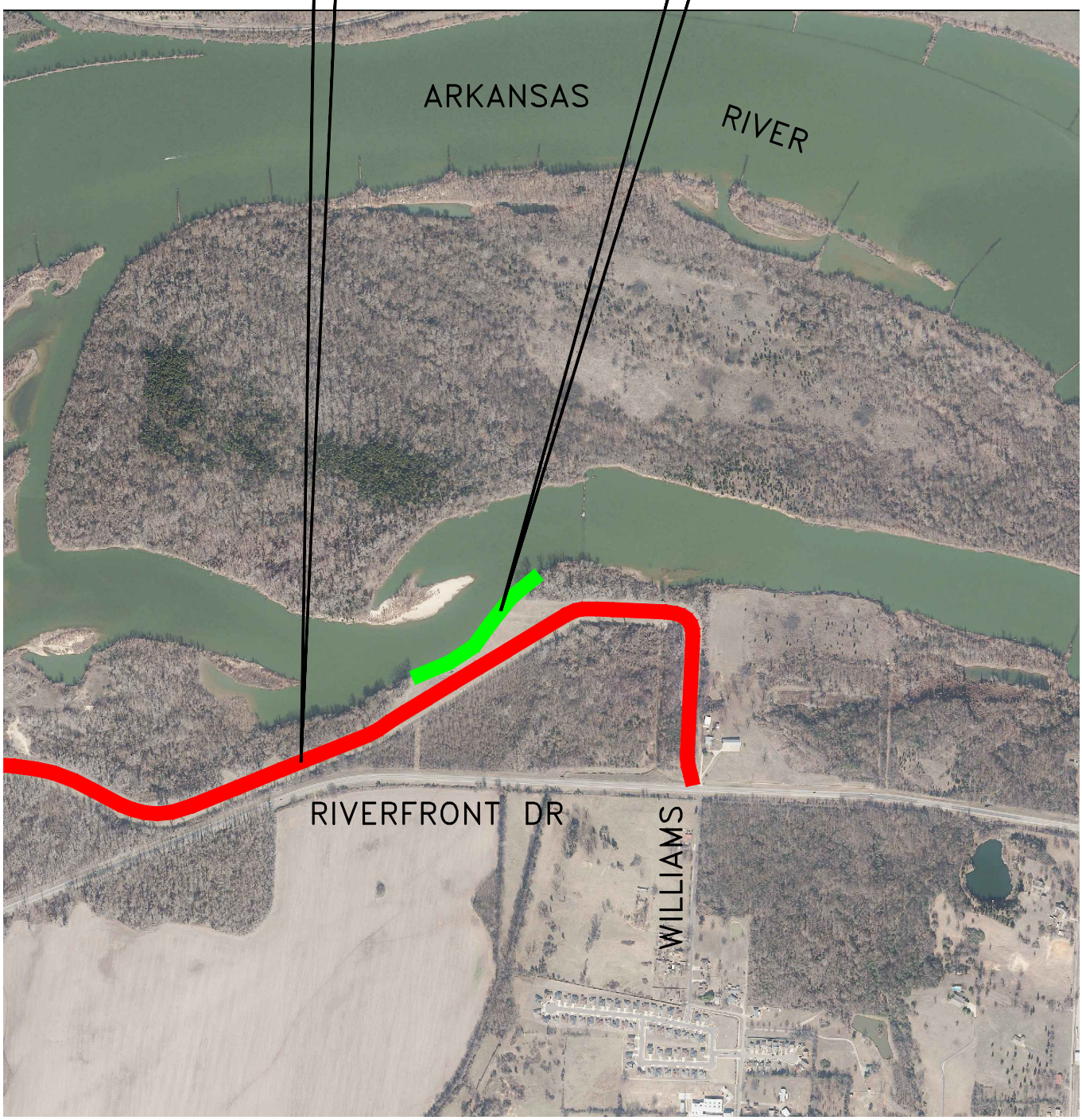
ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney



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2024 CAPITAL IMPROVEMENTS PROGRAM

RIVER BANK STABILIZATION

The City of Fort Smith ARKANSAS

Project:	20-06-A
Date:	OCT. 2023
Scale:	NONE
Drawn By:	RBR

Hazard Mitigation Notice of Intent Form

2025

ARKANSAS DIVISION OF EMERGENCY MANAGEMENT

Applicant Name:		**UEI:**	
Address:		**County:**	
Point of Contact:		**Phone:**	
Email Address:		**Grant:**	
Project Title:			

MITIGATION PLAN REQUIREMENT	
Is the jurisdiction covered by a current FEMA approved Mitigation Plan? Name of the plan:	Yes: ◯ No: ◯ Plan approval date:
Describe how the proposed project relates to the plan:	

SCOPE OF WORK

(This section only required for projects. Does not apply to mitigation planning)

Provide a detailed description of the project: *(Attach additional documentation if necessary)*

Explain how the project reduces hazard risk to the jurisdiction:

Have there been previous damages/repairs related to this project?

Year	*Estimated Cost*	*Damages/Repairs Description*

List the specific area affected by the proposed project *(County/City/Subdivision/Street):*

Number of individuals this project will protect:

Does the project protect a critical facility? If yes, please explain:

Does the community qualify as an economically disadvantaged community based on the Federal designation of a small and impoverished community? *If yes, please provide supporting documentation.* ◯: ◯:

Please submit any preliminary drawings, site photos, H&H studies, Public Assistance worksheets, etc. that will support your scope of work.

WORK SCHEDULE

Please include all tasks necessary to implement this mitigation project, the duration for each task, and who will complete it.
Please attach a full work schedule if the space provided is not sufficient.

Description of Task	*Duration*	*Work Completed By*

COST ESTIMATE

Please attach a full cost estimate if the space provided is not sufficient.

Item Name	*Cost Estimate*
Total Cost Estimate:	

COST SHARE

Total Cost Estimate:		
	Dollars	*Percentage*
Proposed Federal Share:		
Proposed Non-Federal Share:		

ADDITIONAL INFORMATION

Has a NOI for this project previously been submitted to ADEM that went unfunded? Yes ◯ No ◯
Date NOI was submitted:
Does the community participate in the National Flood Insurance Program (NFIP)? Yes ◯ No ◯

All information in this Notice of Intent is true and correct and the document has been duly approved by the governing body of the applicant.

Name/Title (print) *Must have authority to commit funds.*

Date

Signature

Disclaimer: This is not an application and does not constitute funding approval by ADEM or FEMA. DO NOT begin project without prior written approval.

Arkansas Hazard Mitigation Grant Program Guidelines

State Fiscal Year 2026

Arkansas Division of Emergency Management

Bldg. 9501
Camp Joseph T. Robinson
North Little Rock, AR 72199-9600
www.adem.arkansas.gov

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Fax: 501-683-7890
mitigationbranch@adem.arkansas.gov

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Section 1: Grant Program Information

Purpose

The purpose of these guidelines is to provide assistance to grant recipients in properly administering their state hazard mitigation grants.

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The Arkansas Division of Emergency Management (ADEM) is responsible for administering the Arkansas Hazard Mitigation Grant Program. The Department of Finance and Administration (DFA) is a supporting agency.

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The Arkansas Hazard Mitigation Grant Program is authorized under Arkansas Code Annotated 12-75-114 et.al.

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Eligible project examples include but are not limited to: replacing low water crossings and existing bridges with an elevated bridge, installing or upsizing culverts, warning sirens, critical infrastructure retrofits to reduce natural hazard risk, soil stabilization, generators for critical facilities, construction of retention and detention basins, and other activities that reduce risk from natural hazards within the jurisdiction.

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A grant award letter will notify applicants that their NOIs are selected. Work must be performed as described in the approved NOI and in accordance with relevant regulations and these program guidelines.

Any costs incurred before the award date will not be eligible for reimbursement.

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Recipients must not make any award or permit any award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal or State assistance programs. The recipient will notify ADEM if any party is found to be debarred or suspended or otherwise ineligible.

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Force Account: Labor

Recipients must establish procedures to record daily those employees who worked on a project, how long and what they were paid. Holidays, insurance, and other benefits should be added to the hourly rate scales. Time records must indicate how much time each employee worked on the specific project. Overtime will NOT be claimed at overtime rate, but it can be claimed at regular rate. The Force Account/Labor form is used for recording all of the above information.

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the original purchase invoice or invoice for replacement materials.

Force Account: Administrative Cost

If included in the approved NOI, administrative costs are reimbursed up to 5% of the total cost of the project. Recipients must document their Administrative Cost with each employee's record of time, i.e., timesheets, time cards, or daily record, along with rate of pay.

Section 3: Reimbursement/Closeout

Cost Sharing

Costs must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all requirements and regulations. State Mitigation Funds may be used to reimburse up to 75 percent of eligible activity costs up to $300,000.00. The remaining 25 percent of eligible activity costs are derived from local sources.

Reimbursement

The State Mitigation Grant is a reimbursement program. No partial payments will be made. All work must be completed then closeout documentation submitted and reviewed by ADEM before a reimbursement is made.

Closeout Documentation

Once the project is completed, the recipient will submit the following documents for closure of the project:

- Signed Closeout Documents
- Pictures of completed project
- Summary of Documentation/Costs
- Invoices / Checks (N/A)
- Force Account Summaries with backup docs (N/A)
- Project Management Contract (Planning District, Etc.) (N/A)
- Architect / Engineering Contract (N/A)
    - Advertisements
    - Grading Sheet
- General Construction Contract (N/A)
    - Public advertisement for Bids
    - Bid Tabs showing selected bidder / Grading Sheets
    - Justification if lowest bid was not selected
    - Notice of Award

Record Retention

Financial records, cost documentation, supporting documents, and other records pertinent to the state grant must be retained for a period of 3 years from the date of the final reimbursement.

AUTHORIZATION AND SIGNATURE

This edition of the Arkansas Hazard Mitigation Grant Program Guidelines is hereby adopted for use within the State of Arkansas for all purposes related to the Governor's Hazard Mitigation Fund in state fiscal year 2026.

A.J. Gary Digitally signed by A.J. Gary
Date: 2025.09.11 15:14:10
-05'00'

A.J. Gary, Director and State Homeland Security Advisor — Date
Arkansas Division of Emergency Management

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: October 8, 2025

SUBJECT: FY2026 Arkansas Hazard Mitigation Grant Program Application-Mill Creek Bank Stabilization

SUMMARY

The Arkansas Division of Emergency Management has opened up applications for the FY2026 Arkansas Hazard Mitigation Grant Program. The goal of this program is to provide funds to jurisdictions so that they can implement measures that reduce the risk from natural hazards. This grant comes at a 25% Local/75% State cost share with up to $300,000 being covered by the state. The City will be submitting an application for an overall project cost of $400,000 which will come at a $100,000 (25%) local cost share and a $300,000 (75%) state participation. The local match portion will come from the 5/8-cent sales tax fund for streets, bridges, & associated drainage.

This project includes work to stabilize channel slopes and placement of rip rap along the banks of Mill Creek. The work will extend from the confluence with the Poteau River, upstream approximately 2,200 feet. Severe erosion along the bank is threatening the Fort Smith Port Authority property and a railroad trestle that serves the port. A location map is attached.

ATTACHMENTS

1. ADEM_HMGP_Resolution-Mill_Creek.pdf
2. MILL CREEK 23-06-A.pdf
3. 2026_NOI_Form Updated.pdf
4. FY 2026 State Mitigation Program Guidelines signed.pdf

FISCAL IMPACT:	*$100,000*
BUDGET INFORMATION:	*Budgeted / Engineering - Sales Tax Program*
GRANT AMOUNT:	*$400,000*
GRANT NAME:	*FY26 Arkansas Hazard Mitigation Grant Program*
GRANT AGENCY:	*Arkansas Division of Emergency Management*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE ARKANSAS DIVISION OF EMERGNECY MANAGEMENT FOR THE FY2026 ARKANSAS HAZARD MITIGATION GRANT PROGRAM-MILL CREEK BANK STABILIZATION PROJECT

WHEREAS, the City of Fort Smith Board of Directors understands that FY2026 Arkansas Hazard Mitigation Grant Program funds are available for application; and

WHEREAS, the City of Fort Smith has determined the Mill Creek Bank Stabilization project meets the eligibility requirements necessary to apply for a grant under the FY2026 Arkansas Hazard Mitigation Grant Program; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a local match of 25% will be required in the amount of $100,000 and that the state share of 75% will be $300,000 for a total project cost of $400,000; and

WHEREAS, the Fort Smith Board of Directors understands that an application does not guarantee funds will be awarded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The City Administrator is hereby authorized to submit a grant application to the Arkansas Division of Emergency Management and the FY2026 Hazard Mitigation Grant Program for the purpose of the Mill Creek Stabilization project for a total project cost of $400,000

This Resolution adopted this _____day of October, 2025.

APPROVED:

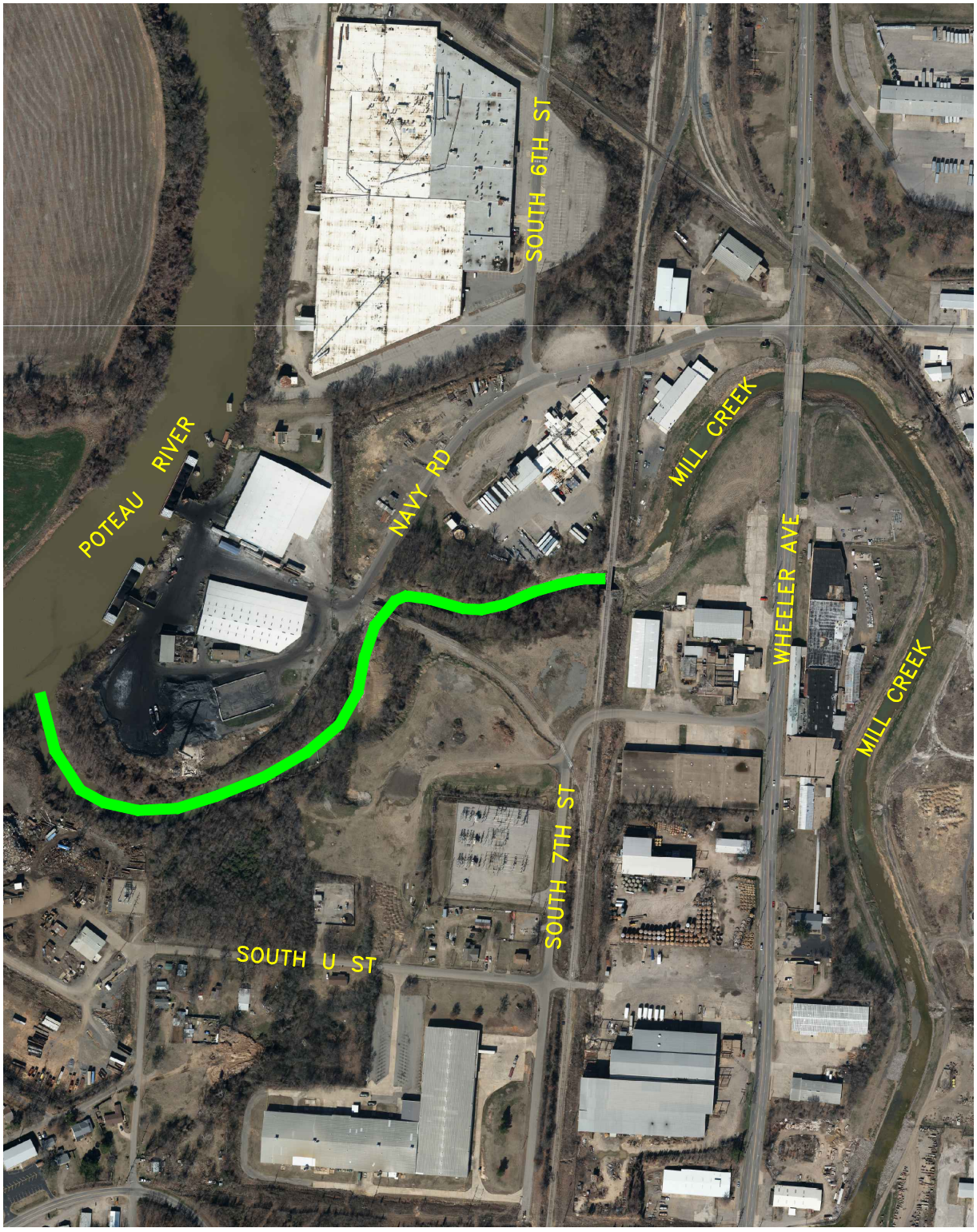
_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney



2023 CAPITAL IMPROVEMENTS PROGRAM

MILL CREEK BANK STABILIZATION

The City of Fort Smith ARKANSAS

Project:	23-06-A
Date:	JAN. 2023
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2023\Proposed CIP\2023 CIP Packet\DWG\ MILL CREEK.dwg 01/23/23-16:44 RBR MILL CREEK

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2025

ARKANSAS DIVISION OF EMERGENCY MANAGEMENT

Applicant Name:		**UEI:**	
Address:		**County:**	
Point of Contact:		**Phone:**	
Email Address:		**Grant:**	
Project Title:			

MITIGATION PLAN REQUIREMENT	
Is the jurisdiction covered by a current FEMA approved Mitigation Plan? Name of the plan:	Yes: ◯ No: ◯ Plan approval date:
Describe how the proposed project relates to the plan:	

SCOPE OF WORK

(This section only required for projects. Does not apply to mitigation planning)

Provide a detailed description of the project: *(Attach additional documentation if necessary)*

Explain how the project reduces hazard risk to the jurisdiction:

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Year	*Estimated Cost*	*Damages/Repairs Description*

List the specific area affected by the proposed project *(County/City/Subdivision/Street):*

Number of individuals this project will protect:

Does the project protect a critical facility? If yes, please explain:

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Total Cost Estimate:	

COST SHARE		
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	Dollars	*Percentage*
Proposed Federal Share:		
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ADDITIONAL INFORMATION		
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Date NOI was submitted:		
Does the community participate in the National Flood Insurance Program (NFIP)?	Yes ◯	No ◯

All information in this Notice of Intent is true and correct and the document has been duly approved by the governing body of the applicant.

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Date: 2025.09.11 15:14:10
-05'00'

A.J. Gary, Director and State Homeland Security Advisor — Date
Arkansas Division of Emergency Management

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Boyd Waters, Fire Chief

DATE: October 8, 2025

SUBJECT: Assistance to Firefighters Grants Program Award

SUMMARY

On Wednesday, September 24, 2025 City of Fort Smith staff were notified by the Federal Emergency Management Agency (FEMA) that our previously submitted application to the Assistance to Firefighters Grants (AFG) Program was selected for award in the amount of $691,636.36. Funds from this grant will be used by the Fort Smith Fire Department to purchase 73 Self Contained Breathing Apparatus (SCBA) and 150 face pieces, ensuring the most reliable, modern, and compliant breathing equipment. The existing SCBA units are nearing the end of their service life and the money needed to replace them would have come from the General Fund. By receiving and accepting this award it will be a large savings offset to the General Fund. This award requires a 10% local-non federal match in the amount of $69,163.64 for a total project cost of $760,800.00. The final project cost is based on preliminary estimates and the final amount may change once formal quotes and competitive bids are obtained.

The purchase of the equipment will not occur until late 2026 or early 2027.

ATTACHMENTS

1. AFG_Resolution_2025.pdf
2. Award Notification.pdf
3. EMW-2024-FG-00911 - Award Package.pdf

GRANT AMOUNT: *$691,636.36*
GRANT NAME: *Assistance to Firefighters Grants Program*
GRANT AGENCY: *Federal Emergency Management Agency*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT A GRANT AWARD THROUGH THE ASSISTANCE TO FIREFIGHTERS GRANTS PROGRAM WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, the City of Fort Smith Board of Directors understands that a grant award has been offered to the City of Fort Smith Fire Department in the amount of $691,636.36 by the Federal Emergency Management Agency (FEMA) through the Assistance to Firefighters Grants Program (AFG); and

WHEREAS, the City of Fort Smith Board of Directors understands that award funds from the Assistance to Firefighters Grants Program (AFG) funds cannot be spent on equipment or services outside of what they were applied and awarded for; and

WHEREAS, the City of Fort Smith Board of Directors understands that as part of the grant award a 10% local cost share match is required in the amount of $69,163.64, for a total project cost of $ 760,800.00; and

WHEREAS, the City of Fort Smith Board of Directors understands that the total project cost is based on preliminary estimates, and the final amount may increase once formal quotes and competitive bids are obtained.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The City Administrator, acting through the Fire Chief of the City or other designee, is hereby authorized to accept an award in the amount of $691,636.36 from the Assistance to Firefighters Grants Program with the Federal Emergency Management Agency for the purposes of purchasing Personal Protective Equipment (PPE).

This Resolution adopted this _____day of October, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

Waters, Boyd

From:	FEMA GO <no-reply@fema.dhs.gov>
Sent:	Wednesday, September 24, 2025 2:29 PM
To:	Vaughn, Corey
Cc:	Waters, Boyd; Hoover, Chris; Vaughn, Corey; Rodgers, Patty; Durant, Natalie; Dingman, Jeff
Subject:	Award Notification (Application Number: EMW-2024-FG-00911)

****CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. ****

Dear corey,

Congratulations! Your grant application submitted under the Grant Programs Directorate's Fiscal Year (FY) 2024 Assistance to Firefighters Grant has been approved for award.

Please use the FEMA GO system at https://go.fema.gov to accept or decline your award. Please note that you will have thirty (30) days from the date of this award notification to either accept or decline the award, and that the award must be accepted or declined by an Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for registering within the system and becoming an AOR are available at https://www.fema.gov/gmm-training-resources.

Once you are in the system and made an AOR for your organization, your home page will be the first screen you see. You will see a section entitled My Grants. In this section, please select the award acceptance link for EMW-2024-FG-00911 under Fiscal Year (FY) 2024 Assistance to Firefighters Grant. View your award package and indicate your acceptance or declination of award. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you have questions on using the FEMA GO system, please reach out to the FEMA GO Help Desk (1-877-585-3242). For programmatic questions about your grant, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).

All recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FEMA Policy (FP) 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

Sincerely,

Grants Management Branch

Assistance to Firefighters Grants

Department of Homeland Security / FEMA

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/23/2025

corey vaughn
CITY OF FORT SMITH
623 GARRISON AVENUE P.O. BOX 1908
FORT SMITH, AR 72901

EMW-2024-FG-00911

Dear corey vaughn,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $691,636.36 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $69,163.64 for a total approved budget of $760,800.00. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF FORT SMITH
UEI-EFT: PKFTG4UJBWD7
Award number: EMW-2024-FG-00911

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$760,800.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$691,636.36
Non-federal	$69,163.64
Total	$760,800.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

These SCBA's are to replace those rendered unsafe and broken

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	73	$10,000.00	$730,000.00	Equipment

CHANGE FROM APPLICATION

Unit price from **$13,200.00** to **$10,000.00**

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the cost requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item.

Face Pieces (not associated with SCBA requests)

DESCRIPTION

Additional facepieces required so each firefighter will have there own SCBA facepiece.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	77	$400.00	$30,800.00	Equipment

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF FORT SMITH
UEI-EFT: PKFTG4UJBWD7
Award number: EMW-2024-FG-00911

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Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”

Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.
Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.
Article 56	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 57 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant’s NOFO, award terms, and applicable federal regulations.

Article 58 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

	The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.
Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award: Termination of a Federal Award The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FG-00911	N/A	716003637	AWARD	WX02143N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF FORT SMITH 200 N 5TH ST FORT SMITH, AR 72901	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
corey vaughn	4794206323	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
09/23/2025	OTHER - FEMA GO	COST SHARING	09/30/2025 to 09/29/2027 **Budget Period** 09/30/2025 to 09/29/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	$0.00	$691,636.36	$691,636.36	$69,163.64
		Totals	$0.00	$691,636.36	$691,636.36	$69,163.64

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Stacey Street, Deputy Assistant Administrator Grants Program Directorate	DATE 09/23/2025

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Sara Deuster, Director of Parks & Recreation

FROM: Joshua D. Robertson, Director of Citizen & City Services

DATE: Wednesday, October 8, 2025

SUBJECT: Kelley Ballfields LED Sports Lighting Retrofit Project Final Payment

SUMMARY

In 2025, the City of Fort Smith initiated the Kelley Ball Fields LED Lighting Project to improve lighting efficiency and reduce long-term operating costs at the City's sports facilities. The project involved replacing outdated fixtures with modern LED technology that offers improved visibility, lower maintenance requirements, and significant energy savings. This investment supports both the City's energy efficiency goals and provides enhanced lighting for recreational activities and community use of the Kelley Ball Fields.

The total project cost was $345,050.00, which covered labor, materials, equipment, and recycling of the old fixtures. The work was performed by Entegrity Energy Partners, LLC, and has now been completed in full. The final invoice from Entegrity reflects 100% completion of the project, with all work satisfactorily performed.

Staff recommends approval of the final payment in the amount of $345,050.00 to Entegrity Energy Partners, LLC for the Kelley Ball Fields LED Lighting Project.

ATTACHMENTS

1. 10-14-25_ITEM_ID_2238__Resolution.pdf
2. 01 - Entegrity - LED Upgrade Invoice - City of Fort Smith Sports Lights.pdf

FISCAL IMPACT: *$345,050.00*
BUDGET INFORMATION: *Budgeted / Parks and Recreation - 1/8% Sales and Use Tax*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO ENTEGRITY ENERGY PARTNERS FOR THE FOR LED SPORTS LIGHTING RETROFIT AT KELLEY BALLFIELDS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: The LED Sports Lighting Retrofit at Kelley Ballfields, is hereby accepted as complete.

SECTION 2: Final payment to Entegrity Energy Partners, LLC in the amount of $345,050.00 is hereby approved.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2025.

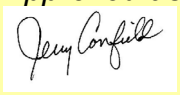
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
No Publication Required

Invoice

Please Pay to:
Entegrity Energy Partners, LLC
PO Box 2090
Conway, AR 72033

Bill To: **City of Fort Smith**
Attn: George McGill

Invoice # **01**
Date: **10/1/2025**
PO Number: **91-25-2013-1**
Terms: **net 30 days**

For: **City of Fort Smith - Sports Lights - LED Upgrade 100%**

1	2	3	4	5	6	7	8
ITEM NO.	ECM DESCRIPTION	CONTRACT VALUE	WORK COMPLETED		TOTAL COMPLETED TO DATE	% COMPLETE	BALANCE TO COMPLETE
			FROM PREVIOUS BILLING PERIOD	THIS PERIOD			
1	Lighting Retrofit-Labor, Materials, Equipment, Recycling	$345,050.00	$0.00	$345,050.00	$345,050.00	100%	$0.00
	TOTALS	$345,050.00	$0.00	$345,050.00	$345,050.00	100%	$0.00

Current Amount Due	**$345,050.00**
Past Amount Overdue	**$0.00**
Total Amount Due	**$345,050.00**

Make all checks payable to:
Entegrity Energy Partners, LLC
If you have any questions concerning this invoice,
please contact Brandon Day @ (501) 400-3637.
or brandon.day@entegritypartners.com.
THANK YOU FOR THE OPPORTUNITY!